



## REQUEST FOR PROPOSALS

City of Suffolk

RFP #15031-JS

October 8, 2014

Purchasing Division

442 W. Washington Street, Room 1086

Suffolk, VA 23434-5237

Phone: (757) 514-7523 Fax: (757) 514-7524

<http://www.suffolkva.us/purchasing>

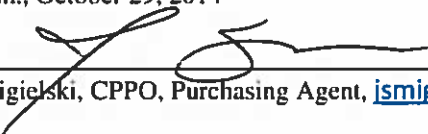
### BUILDING COMMISSIONING SERVICES

Electronic proposals will be received at the office of the Purchasing Agent listed below, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation. Offers should be sent as a .pdf attachment to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFP number, title, and closing date in the subject line. Do not use zip files as this could prevent timely receipt of your submittal.

**SUMMARY SCOPE OF SERVICE**– the City of Suffolk (“City”) is seeking a qualified firm or individuals to provide Building Commissioning Services for the Department of Public Works Operations Center.

Proposals Closing Date: 3:00 p.m., October 29, 2014

Contract Officer:

  
Jay Smigielski, CPPO, Purchasing Agent, [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us)

*The Purchasing Agent, Jay Smigielski, is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to him at this email address: [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us) The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SOLICITATION DOCUMENTS**

Request for Proposals (RFP) documents, including any addenda, are available the Purchasing website: [http://www.suffolkva.us/bids/bid\\_search\\_all.jsp](http://www.suffolkva.us/bids/bid_search_all.jsp) or on the Commonwealth's bid board (eVA), or at Demandstar.com. Questions concerning this project must be in writing (email is preferred) and addressed to Jay Smigielski, CPPO, Purchasing Agent, [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us) and, should be received no later than five (5) business days preceding the date that the proposals are to be delivered. Email is the preferred method for asking question and will get a faster response, but other written forms are acceptable.

Offers should be sent to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us). Electronic copies may be delivered to Purchasing on a CD or USB drive, prior to the closure date shown, if preferred. Documents shall be saved as a .pdf document and should conserve disk space to allow easy transfers of data. Zip files cannot be accepted. **Enter "RFP 15031-JS" in the subject line.**

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.**

We do not have means to keep a plan-holders list, or the names of firms that have downloaded copies of the RFP from various websites. Please check the City's website prior to submitting your proposal to ensure that a complete up-to-date package has been received.

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if the offer is accepted within ninety (90) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm.

# BUILDING COMMISSIONING SERVICES

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## **BUILDING COMMISSIONING SERVICES**

### ***PURPOSE***

The intent is to obtain the services of a contractor to provide building commissioning services for the Department of Public Works Operations Complex. The City is committed to ensure that all systems in this facility are well-designed, complete, and functioning properly upon and following occupancy and that City staff have adequate training.

### ***BACKGROUND***

The City of Suffolk's Department of Public Works intends to construct a new Operations Complex adjacent to the existing facilities at 800 Carolina Road. The project will be built in phases, and when completed the complex will include three buildings for administrative staff, shops and offices for the Traffic division, Streets division and Mosquito Control. A portion of the site will include parking for visitors and employees, pole barns for vehicle equipment storage, and bins for bulk materials. It will also include a fuel island, truck wash, and incinerator. The total buildings square footage is approximately 45,227 square feet.

### ***COMPETITION INTENDED***

It is the City's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) business days prior to the date set for acceptance of proposals.

### ***TERM OF AGREEMENT***

A formal written contract with specifications will be entered into between parties. The proposal submittal shall substantially constitute the contract between the City and the Contractor. Formal written contracts will be drawn by the City, and all contract provisions that have not been stated herein will be drafted and included as necessary.

## SCOPE OF WORK

- A.** The commissioning authority, hereinafter referred to as “Commissioning Authority” or “Authority”, will work with the City’s Architect/Engineer for individual projects assigned by the City to develop the requirements for commissioning and to gain a complete understanding of the design intent of all building systems and subsystems. The Authority will be responsible for performing all services necessary to provide assurance to the City that the design intent of the City’s Architect/Engineer is met in relation to: (1) HVAC, inclusive of but not limited to (a) heating and ventilation, (b) exhaust fans, (c) air conditioning, (d) sensors, (e) control systems, (f) interface with fire alarm and security system, (g) building automation systems, and (h) system hydronics; (2) Plumbing, inclusive of (a) hot water heaters and boilers, (b) plumbing fixtures, (c) fire protection system including fire pump systems; and (3) Electrical, inclusive of but not limited to (a) emergency generator system and transfer switches, (b) transformers and panel boards, (c) lighting systems and lighting control, (d) electric devices, (e) fire alarm systems including offsite monitoring, (f) interfaces with security control system, and (g) security systems; (4) Building Envelope as related to Building Science; (5) material commissioning for potential asbestos containing materials, (6) sprinkler system installation, and (7) all other systems as deemed necessary.
- B.** Offerors should address their ability to provide all services required for this contract. The services required of commissioning authority will include, but are not limited to, the following:
- 1. Pre-Construction Phase**
    - a. Develop a commissioning plan that describes the commissioning process and the responsibilities of all parties. Specifications should clearly identify the responsibilities of the contractor, City and A/E during commissioning.
    - b. Conduct a pre-construction meeting to define the City’s requirements and ensure that the construction team (City representatives, A/E, contractor, testing & balancing personnel and sub-contractors) fully understand the commissioning process and its implementation. Ensure that the responsibilities of each party are clearly defined.
    - c. Review submittals in a timely fashion for compliance with the design intent and the commissioning plan as it impacts the commissioning process.
    - d. Notify required participants in advance of each commissioning event.
    - e. Coordinate, schedule and conduct meetings and prepare minutes for distribution as part of the commissioning process.
    - f. Conduct a quality control audit of the Public Works Operations Complex design to identify potential issues and/or areas of concern.
  - 2. Construction Phase**
    - a. Oversee start-up and operation of each piece of equipment or system as specified.
    - b. Conduct site visits as required for each project to include:
      - (i) Visits to observe the construction and installation of systems to be commissioned with subsequent preparation of a report of findings with recommendations for the City within 10 business days.

(ii) Visits to supervise the execution of the performance testing with subsequent preparation of a report of findings with recommendations for the City within 10 business days.

(iii) Visits to supervise the re-testing of selected performance tests with subsequent preparation of a report of findings with recommendations to the City within 10 business days.

(iv) Ensure timely updates and accuracy of as-builts throughout the construction phase.

c. Provide testing and balancing services as required.

### **3. Acceptance Phase**

a. Verify compliance of systems with construction specifications.

b. Coordinate a suitable schedule and prepare agendas for training in all systems, controls, etc. by the contractor.

c. Prepare and submit a verification report to the City inclusive of performance test data. Submit a final commissioning report prior to building occupancy.

d. Review O & M manuals and provide feedback to the A/E on behalf of the City. Scan and provide CDs of all manuals.

e. Provide a minimum of 8 hours of specialized system training for the maintenance staff specifically related to commissioning techniques for systems tested.

f. Review and confirm accuracy of final testing, balancing and adjustment report(s).

g. Review finalized as-built drawings, and review for the systems commissioned.

### **4. Post Acceptance Phase**

Return to site approximately 10 months into the warranty period to review with the A/E and the designated City representative(s) the current building operation and condition of outstanding issues related to the original and seasonal commissioning and provide reports of findings within 10 business days.

## **C. Individual Project Assignments**

1. Selection of Authority - Individual work assignments will be negotiated for each specific project on an as needed basis. The City reserves the right to perform work in-house or to award large projects through a separate procurement action.

2. Compensation and Method of Payment - As full payment and compensation for the performance and completion of work acceptable to the City, the City will pay the Authority in accordance with the sum determined on a lump-sum, not-to-exceed basis or a time and materials basis. The hourly rates utilized to determine the cost shall not exceed the hourly rates determined for this contract. Total fee shall include all expenses for performing the necessary work, including professional fees. Reimbursable expenses, which shall be the actual expenses incurred in connection with the work performed for transportation, and sustenance incidental thereto, and reproduction of reports, drawings and specifications shall be estimated at the time of negotiation with actual expenses added to invoices.

3. Performance Schedule - Work shall be performed in accordance with a performance schedule negotiated at the time of project assignment and as may be reasonably modified during performance of the work through actual construction. Work shall be assigned to qualified personnel in sufficient numbers to complete the work according to the schedule and designate a qualified agent to oversee each project. The agent assigned to the project shall work diligently on the project until final reports are accepted by the City.

4. Changes in Performance Schedule - The City may make changes to the work previously negotiated for an individual assignment. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The agent shall not be entitled to adjustments for changes in work that in the opinion of the City do not result in an increase in the agent's cost of performing the work. Any changes in the scope of work for project assignments and performance of any additional services shall proceed only with express written authorization of the City.

#### **D. Professional Standards and Abilities**

Offerors should demonstrate their ability to:

- a. Perform all tasks in accordance with generally accepted professional standards.
- b. Provide the best possible advice and consultation within Agent's authority and capacity.
- c. Comply with all applicable regulations, laws, ordinances and requirements of all applicable governmental agencies and authorities.
- d. Assign work to be performed to qualified personnel in sufficient numbers to meet negotiated performance schedules.

### ***PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS***

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the offeror's capabilities to provide the required services. In accordance with the specifications herein, the proposals should provide a straight forward, concise delineation of capabilities, experience, and approach to the task outlined in this request. The proposals shall be limited to thirty pages, inclusive of all submitted materials, and be in .pdf format. **No zip files shall be used.**

Offeror's are required to submit the following items in the format provided as a complete proposal:

The offeror should submit a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and Signature Sheet, as well.

The followings section of the proposal should include a general discussion of the Contractor's understanding of the "overall" project and a summary of the products and services being proposed.

1. Offerors must provide information about any company that the offeror proposing partnering or sub-contracting with or fulfilling this contract so that the City can evaluate the offeror's stability and ability to support the commitments set forth in response to this Request for Proposal.
2. Describe in concise terms the methodology you will use to complete the requirements described in the RFP.

3. Describe any other services you will provide to either ensure successful operation of this service and/or to enhance the efficiency and quality of this service.
4. Describe your organization's quality control/assurance program as it relates to this project.
5. Provide a resume for each individual assigned to this proposal as a manager and or supervisor that includes a minimum of the following:
  - a. Name
  - b. Role in proposal
  - c. Years with this firm
  - d. Any previous similar experience, including other firms and years of service
6. Client References  
List your firms' experience with similar type projects during the last five (5) years. Work with state and/or local governments is preferred. Provide client's name, contact person, phone and/or email address along with project description and project date.
7. All requested information in this RFP must be supplied. Contractors may take exception to certain requirements in the RFP. All exceptions shall be clearly identified on the "Exceptions to RFP" sheet located on Page 22.
8. The proposal documents should be assembled in the following order:  
Page 1 of RFP  
cover letter  
proposal  
pages 20-26 of RFP (completed)  
acknowledgement of addendums (if applicable).

## ***EVALUATION AND AWARD CRITERIA***

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. Two (2) or more offeror's deemed to be fully qualified and best suited among those submitting proposals may be selected for interview based on the criteria listed below. They are listed in the order of importance to the City:

- Overall quality and completeness of proposal.
- Offeror's understanding of the tasks and requirements.
- Qualifications of proposed project team.
- Fees proposed
- Offeror's technical expertise.
- Work approach/equipment to be provided.

Negotiations shall then be conducted with two or more offeror's as selected. After negotiations have been conducted with each offeror, the City shall select the offeror which, in its opinion, has made the best proposal for the City, and will award the contract to that offeror. The City of Suffolk is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.



## **HOW TO SUBMIT:**

Offers should be sent to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us). Electronic copies may be delivered to Purchasing on a CD or USB drive, prior to the closure date shown, if preferred. Documents shall be saved as a .pdf document and should conserve disk space to allow easy transfers of data. Zip files cannot be accepted.

The City of Suffolk shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal or expenses incurred related to subsequent inquires/interviews and contract negotiations. All proposals submitted shall become property of the City of Suffolk. Proposals must be signed by the principal of the firm authorized to negotiate and contract for the work. Proposals are to be delivered as an electronic document. The subject line shall state "RFP 15031-JS. Only electronic documents sent or delivered as indicated within this RFP shall be considered. Proposals must be received by the Purchasing Department no later than 3:00 p.m. local time, on the date specified for receipt of proposals. The date for receipt of proposals is October 29, 2014. Proposals to be received at 442 W. Washington Street, Suffolk, VA.

For acknowledgement of submissions, sent notification of submission to [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us).

The intent of using electronic submissions is to reduce the use of paper, and provide a faster, more economical approach while permitting the offeror to describe their skills, education, experience, pricing, and ingenuity, that would qualify them to be selected for interviews. Offerors so selected will be allowed to make a formal presentation of their qualifications and job approach, and may be selected for final negotiations of a contract. Therefore, care should be given to address the issues relating to the listed criteria.

Proposals are to be submitted to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us) , or delivered to:

Purchasing Division, 442 W. Washington Street, Room 1086, Suffolk, VA 23434-5237

Phone: (757) 514-7523/ Fax: (757) 514-7524, <http://www.suffolkva.us/purchasing>

## **PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the basis of an award of the contract or are otherwise of a "Material" nature. Any propriety information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

The City may revise, amend or cancel the RFP prior to the date set for receipt of proposals; the opening date may be postponed if deemed necessary. Such action will be by Addenda All addenda will be published on the Purchasing Division's website: [http://www.suffolkva.us/bids/bid\\_search\\_all.jsp](http://www.suffolkva.us/bids/bid_search_all.jsp) It is the responsibility of the Offeror to check the website prior to submitting their proposals.

## CONDITIONS AND INSTRUCTIONS

Rev: 12/27/2013

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. The offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on CD, DVD, USB sticks (thumbdrive), or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us). The City's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us). The subject line must show the proposal number and name. This form shall be included as part of your submittal. Failure to do so and may be considered your proposal to be 'non-responsive.'
3. **Late Proposals:** Proposals and amendments thereto, if received by Purchasing after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is received by Purchasing as specified. There will be no exceptions. Electronic proposals show the date and time sent. This must be prior to the closing date published on the front cover.
4. **City Hall Closure:** Should the City's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the City, at the original scheduled hour, or as soon as connectivity is restored during normal business hours.
5. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the offeror and the City, which shall bind the offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and the City on its part to order from such offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
6. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either electronically (email), in person, or by certified mail.
7. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/proposals/index.jsp>). It is the offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the proposal form in the appropriate spaces.
8. **Award:** Award will be made to the offer considered by the City's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Nonprofessional Services as outlined in the Virginia Public Procurement Act.
9. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: ([http://www.suffolkva.us/proposals/proposal\\_search\\_awarded.jsp](http://www.suffolkva.us/proposals/proposal_search_awarded.jsp))
10. **City's Rights:** The City reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the City.

11. **Delivery:** The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the offeror shall so state.
12. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the offeror's risk and expense.
13. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
14. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The offeror agrees that its contract performance shall be in strict conformance with the contract documents.
15. **Rights to Damages:** By signing this proposal, the offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
16. **Anti-collusion:** The offeror certifies by signing this Request for Proposals that this proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-Contractors or sub Contractors have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
17. **Indemnification:** The Contractor shall defend, indemnify and hold the City, and the City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, Contractors, sub-Contractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
18. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
19. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

20. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
21. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.
22. **Availability of Funds:** When a contract resulting from this solicitation involves multiple fiscal periods, such contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
23. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
24. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
25. **Anti-Discrimination:** By submitting their proposals, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

26. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor 's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

27. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

28. **Independent Contractor :** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

29. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor 's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.

30. **Governing Law:** This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

31. **Severability:** If any provision of a contract resulting from this solicitation, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

32. **Termination for Convenience:** The City may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid

such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

33. **Termination for Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Proposal/ or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

34. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the proposal. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the offeror from this procurement.

35. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that offeror. Contractual documents submitted by the successful firm after an award will not be accepted.

36. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

37. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, the contract documents shall control.

38. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.

39. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
40. **Entire Agreement:** An resultant contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
41. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City. The City may not procure supplies, equipment, materials or other goods from a Contractor on the same project.
42. **Responsibility of Contractor :** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
43. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.
- It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.
44. **Exemption from Taxes:** The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk upon request.
45. **Debarment Status:** By submitting a proposal, proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
46. **Safety:** All Contractor s and sub-Contractor s performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), and all applicable Federal, State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and sub-Contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
47. **License Requirement:** All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.
48. **Contractor's Form:** In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in

consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.

49. **Offeror's Qualifications:** Only proposals from established Contractor s for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. The City may, at its option, disqualify an offeror and reject his proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among offeror.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-Contractors
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- Contractor does not meet project-specific requirements, as identified in the Contract Documents

50. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

51. **Contract Quantities:** The quantities specified in the Request for Proposals are estimates only unless otherwise clearly noted, and are given for the information of offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the City, except as clearly noted.

52. **Competition Intended:** It is the City's intent that the Request for Proposals (RFP) permits competition. It shall be the offeror's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contract Officer prior to the date set for proposals to close.

53. **Insurance:** The successful offeror shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

a. **General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$2,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit



\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

Minimum Limits  
Automobile Liability:  
\$1,000,000 Combined Single Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000/\$500,000/\$100,000.

d. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days' notice of cancellation, non-renewal, change in coverages, and/or restriction.

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverages in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.

11. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

54. **Invoicing/ Payment and Interest:** Prior to payment the vendor shall provide their federal employer identification number. Payment to vendor shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.

The firm shall submit invoices on a frequency to be determined, as agreed upon by the City, for each payment requested. Such statement shall also include a detailed breakdown of all charges.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation.

55. **Payments to Subcontractors:** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either:

a. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under this contract; or,

b. Notify the City and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the City.

56. **Ownership of Documents:** Any reports, specifications, blueprints, negatives or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Suffolk, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Contractor under the resulting contract shall be the property of City or Suffolk; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

57. **Contractual Disputes:** The Contractor shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

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The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

58. **Responsibility for Making Corrections:** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in its performance, The City's review, approval, or acceptance of, nor payment of any of the services required under the contract shall be deemed a waiver of rights by the City as a result of the Contractor's negligent performance of any of the services furnished under the contract.

**SIGNATURE SHEET**  
(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Suffolk and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Suffolk, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Suffolk.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Name (type/print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION  
(RFP # 15031-JS)**

Name of Firm/Offeror: \_\_\_\_\_

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

***EXCEPTIONS TO RFP***  
**(RFP #15031-JS)**

**EXCEPTIONS:**

Provider must complete the appropriate statement below.

( ) Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

( ) Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this bid):

Firm: \_\_\_\_\_  
Date: \_\_\_\_\_  
Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
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# CITY OF SUFFOLK

**PURCHASING DIVISION**

P. O. BOX 1858, SUFFOLK, VA, 23439-1858, PHONE (757)514-7520 FAX (757)514-7524

## *References*

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

FEIN (Tax ID #) \_\_\_\_\_

The following shall be returned with your proposal. Failure to do so shall be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

References for: \_\_\_\_\_

Offerors shall provide references on this form.

1. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Project Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Project Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Project Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Project Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

5. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Project Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_



**ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES**

**ANTICOLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

**NONDISCRIMINATION CLAUSE:**

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
  - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
  - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
  - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
  - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	Title
Fax Phone Number: (    )	
FIN/SSN#:	

Is your firm a "minority" business?     Yes     No                      If yes, please indicate the "minority" classification below:  
 African American     Hispanic American     American Indian     Eskimo     Asian American     Aleut  
 Other; Please Explain

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE**