



## Request for Proposal

City of Suffolk  
RFP #16067-CN

March 1, 2016

Purchasing Division

442 West Washington Street, Room 1086  
Suffolk, VA 23434-5237

Phone: (757) 514-7520 / Fax: (757) 514-7524  
<http://www.suffolkva.us/purchasing>

### RESTAURANT SERVICES – SUFFOLK EXECUTIVE AIRPORT

Electronic proposals will be received at the office of the Purchasing Agent listed above, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation. Offers should be sent by e-mail attachment to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFP number, title, and closing date in the subject line. Entire RFP may be downloaded from <http://apps.suffolkva.us/bids/>.

**SCOPE OF WORK** – The City of Suffolk has issued this sealed Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified offerors who may be interested in operating a restaurant/snack bar/café at the Suffolk Executive Airport for the Department of Economic Development.

The Senior Buyer, Cindy Norfleet is the Contract Officer for the City of Suffolk with respect to this RFP. All questions and/or comments should be directed to her at this email address: [cnorfleet@suffolkva.us](mailto:cnorfleet@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.

**Proposals are Due: 3:00 p.m., April 19, 2016**

Contract Officer:

Cindy L. Norfleet, CPFB, Senior Buyer, [cnorfleet@suffolkva.us](mailto:cnorfleet@suffolkva.us)

**\*\*AN ELECTRONIC DOCUMENT SHALL BE PROVIDED\*\***

#### **OFFEROR:**

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

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

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

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

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

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

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

In compliance with this Request for Proposals, and subject to all the conditions thereof, the Offeror, 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 named in this RFP.

### **SOLICITATION DOCUMENTS**

Additional Request for Proposal documents are available on the Purchasing website: <http://apps.suffolkva.us/bids/> or on the Commonwealth's bid board (eVA), or at Demandstar.com. An e-mail request for the complete RFP form may be sent to the Contract Officer listed on the front page.

Questions concerning this project must be in writing (email is preferred) and addressed to the Contract Officer listed on the front page of this solicitation, and, should be received no later than five (5) business days preceding the date that the proposals are to be received. E-mail is the preferred method and will get a more timely response.

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.

# REQUEST FOR PROPOSAL

## RESTAURANT SERVICES – SUFFOLK EXECUTIVE AIRPORT

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## **1.0 PURPOSE**

The purpose of this Request for Proposal is to solicit proposals from qualified offerors who may be interested in operating a restaurant/snack bar/café at Suffolk Executive Airport located at 1200 Gene Bolton Drive, Suffolk, Virginia. It is the City's desire to lease the facility for a nominal fee in exchange for the operation of a successful restaurant business within the City's facility. The individual/offeror should be highly motivated and prepared to offer creative and innovative suggestions /ideas to turn the restaurant into a thriving business.

## **2.0 BACKGROUND**

The restaurant facility (dining area) is approximately 624 square feet and will accommodate up to 25 customers at eight tables and a counter. The kitchen area contains the following equipment: refrigerator, freezer, oven with four (4) burners (propane), three (3) sinks, ice maker, Frymaster deep fryer, and gas-powered grill.

A meeting room of approximately 484 square feet is located adjacent to the restaurant. Meetings are held infrequently in this room, and attendance varies from small groups of three (3) to ten (10) people to larger groups of fifteen (15) to twenty (20). The room may possibly serve as an extension to the restaurant for overflow customers. A covered patio with three (3) picnic tables is located just outside the restaurant facing the airstrip; this area may be used during warm season months.

Approximately fifty (50) aircraft land and take off daily at the Airport, and Suffolk Skydiving Club operates out of the Airport every weekend of the year.

Past operating hours have been from 7 a.m. to 3 p.m. on weekdays, 8 a.m. to 2 p.m. on Saturday, and 10 a.m. to 2 p.m. on Sunday, serving breakfast and lunch. Hours may be extended as approved by the Suffolk Executive Airport.

More recently, the restaurant was only open for services on the weekends.

## **3.0 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference is scheduled for 10 a.m. March 29, 2016, at Suffolk Executive Airport, 1200 Gene Bolton Drive, Suffolk, Virginia. Although, the conference is not mandatory, it is important that all interested bidders be present in order to view the facility and ask any pertinent questions and receive all information related to the RFP.

## **4.0 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 Senior 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 Purchasing Agent not later than five (5) days prior to the date set for acceptance of proposals.

## **5.0 TERM OF CONTRACT**

Any resulting contract shall become effective upon signing of contract, and shall be effective through May 31, 2017.

The contract may be renewed based on the terms and conditions at the expiration of its term at the sole discretion of the City. Automatic renewals will occur for up to four (4) additional one-year periods through May 31, 2021.

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.

## **6.0 SCOPE OF SERVICES**

The successful contractor should staff and manage a food service operation serving breakfast and lunch offerings in a restaurant style setting to include all normal condiments such as napkins, salt, pepper, ketchup, mustard, sugar, creamer, mayonnaise, utensils, etc. A dinner offering will be at the discretion of the Contractor. The Contractor will be responsible for providing dishware and eating utensils.

Services may include the incorporation of a delivery breakfast and/or lunch service to downtown businesses during working hours. The opportunity further exists for the operation of catering service(s), special events, receptions, or rentals, subject to approval by the Airport Manager.

## **7.0 CONTRACT REQUIREMENTS AND RESPONSIBILITIES**

The physical facilities made available to the Contractor under this contract shall not be used by the Contractor in connection with any operations not specifically included herein or specifically agreed upon by the City.

### **A. The City shall:**

1. Grant to the Contractor for the stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage and operate a restaurant within the Suffolk Airport facility; and, in connection therewith, to prepare, as required, and sell food, non-alcoholic beverages, and other such products as the City may authorize.
2. Approve any and all designs, furnishing, decorations, alterations, improvements, advertisements, etc. prior to any such actions being taken by the Contractor.
3. Provide the existing food service facility, tables and chairs, cooking equipment, and related utilities to the Contractor at no charge.

4. Pay all utilities to include electric, water, heating and air conditioning, and telephone (local calls only). This does not include propane used for cooking.

**B. The Contractor shall:**

1. **Improvements/Alterations:** Only after prior approval of the City, make any improvements or alterations to the existing cafeteria deemed necessary.
2. **Service:** Operate and manage a restaurant within the Suffolk Executive Airport. Provide any and all services related to waiting tables, removing dishes and utensils from tables, and assuring that tables, chairs, and floors are cleaned daily.
3. **Menus/Food:** Provide a variety of fresh, high quality foods and beverages in and all related condiments and paper products. The variety of quality and appearance shall be consistent with the highest food service industry standards for restaurants. All offerings featuring no or low fat, cholesterol, sodium, etc. should be identified as such.
4. **Prices:** Make every effort to adhere to reasonable food cost ranges.
5. **Personnel:** Recruit, train, supervise and employ adequate staff to efficiently operate the restaurant during all normal hours of operation. Furthermore, the contractor shall ensure that all employees assigned to work in the cafeteria be physically able to do their assigned work and shall be free from communicable diseases.
6. The contractor shall provide any and all employee insurances and/or benefits to its employees. The City assumes absolutely no responsibility pertaining thereto.
7. Employees of the contractor shall be properly attired/uniformed when performing their work assignments.
8. **Equipment and Utensils:** Provide any equipment and utensils, not already listed herein, required by the Contractor for restaurant operation.
9. **Preventive Maintenance:** Provide all preventive maintenance on all equipment related to the restaurant operation. Current equipment is in good working order. Contractor will be required to repair or replace any equipment damaged during the contract period.
10. **Cleaning/Custodial Service:** Provide all custodial and janitorial service necessary to the restaurant area during all normal hours of operation. Cleaning services provided by the Contractor shall not include restrooms; the City will provide cleaning for these areas.
11. **Liability:** The Contractor shall assume full and total responsibility and liability for all employees and operation of the Contractor.

12. Insurance and Indemnification: Obtain whatever property insurance is necessary. All insurance limits obtained and provided by the contractor shall be conditional upon the acceptance of the City's Risk Management Department.
13. Assignment of Responsibilities: The Contractor shall not sublet, assign, transfer or delegate any listed responsibilities of any kind without prior review and written approval by the City.
14. Permits and Licenses: The Contractor shall acquire and maintain all required food licensing, health department permits, etc. necessary to operate a successful restaurant/food service business.

## 8.0 INCENTIVES

The City's main objective and purpose for this Request for Proposal is to provide quality food services/restaurant services for those patrons utilizing Suffolk Airport and its surrounding facilities, and subsequently to provide a quality restaurant for area residents. The City will provide the building, equipment, and furniture listed herein, as well as pay the cost of all utilities with the exception of propane, all of which will be included in the price paid by the successful contractor for the monthly lease. Every effort will be made to supplement advertising needs and promote the opening and operation of a new restaurant. Aesthetic enhancements to the physical appearance of the restaurant will be considered.

## 9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### A. Submission of Proposals

An electronic document shall be submitted by e-mail attachment to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFP number, title, and closing date in the subject line. Electronic copies may be delivered to the Purchasing Office, 442 West Washington Street, Room 1086, Suffolk, Virginia prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. **ZIP files cannot be accepted**; they do not work in the City's system. To receive confirmation of receipt of proposal, send request to the contracting officer at [cnorfleet@suffolkva.us](mailto:cnorfleet@suffolkva.us). Do NOT send proposal directly to contracting officer.

The intent of using electronic submissions is to reduce paper usage and provide economical approaches while permitting the offeror to demonstrate their skills, education, experience, pricing, and ingenuity that would qualify them to be selected for interview.

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 contract. Therefore, care should be given to address the issues relating to the criteria to follow.

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations.

**B. Questions and Inquiries**

Questions and inquiries pertaining to the Request for Proposals will be accepted from any and all firms via e-mail (cnorfleet@suffolkva.us) or fax. Inquires must provide RFP number, title and acceptance date. Material questions will be answered by Addendum and will be posted on the City's website: <http://apps.suffolkva.us/bids/> and to all firms who receive the RFP provided that all questions are received five (5) days prior to opening date.

Cindy Norfleet, Senior Buyer, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. All questions and/or comments should be directed to her attention. 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 offeror from the procurement.

**C. Addendum and Supplement to Request**

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. All addenda can be downloaded from <http://apps.suffolkva.us/bids/>

**D. Firm Pricing for City Acceptance**

Offers made during negotiation must be honored for City acceptance for 120 days from the date of offer.

**E. 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 award of the contract and are of a "Material" nature. Any propriety information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal. An all-inclusive statement that the entire proposal is proprietary will result in rejection of the proposal.

**F. Authority to Bind Firm in Contract**

Proposals must give full firm name and address of offeror. Failure to sign proposal may disqualify it. Person signing proposal should show title or authority



to bind his firm in a contract. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

**G. Preparation and Submission of Proposals**

1. All proposals shall be signed by the individual or authorized principals of the firm.
2. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
3. Proposals are to be submitted electronically; title shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
4. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered.

**H. Miscellaneous Requirements**

1. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
3. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.
4. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

**10.0 SPECIFIC PROPOSAL REQUIREMENTS**

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. Offerors are required to submit the following items in the format provided as a complete proposal:

- A. A letter of introduction including size of business, brief history, areas of expertise, statement of project interest, etc.

B. Experience: Contractor shall provide a concise description of his/her work experiences as related to the scope of work outlined herein. Said description should include, but is not limited to:

- Number and types of customers Contractor has served
- Scope of services provided
- Number of years the Contractor has been providing these types of services
- References and other documentation to verify Contractor's experience. For each reference, the name, address, and phone number, along with the name of a contact person shall be given.

C. Capability and Skill: The Contractor shall provide a description of the qualifications and skills of the business and personnel that will be responsible for performance of the service. Such description shall, at a minimum, include:

- Background information about the business
- List of those persons responsible for corporate supervision of the contract
- Qualifications of key employees that will be associated with performing the services
- Resources available to the Contractor for the performance of the contract
- Description of financial stability. Contractor should provide financial statement, if available, for the previous three (3) years.

D. Proposed type of operation: Contractor shall provide a description of the proposed type of operation planned for the Airport facility. Information shall include the following:

- Hours of operation
- Type of operation offered
- Methods of operation
- Name of operation

Submit samples of the menus proposed for breakfast and lunch services. Indicate those items which are offered every day and those items which change according to a cycle (daily specials). Include the proposed price structure and portion sizes for each item on one week's menu for breakfast and lunch. Compute prices to include all cost of goods, labor, operating expenses and management fee.

Provide any other specific types of information about services that you would implement to obtain maximum customer participation; for example, unique methods of service, handling of catering requests, special events, etc.

Include a time schedule. Give a time frame from notice to proceed to actual date of restaurant opening.

E. Fees: Offeror shall provide the dollar amount he or she will pay in monthly lease payments or provide other revenue alternatives to the City in exchange for the use of the Airport Facility. Include any and all related costs to the City.

F. Format

Proposal should be submitted in the following format:

- Cover Sheet (Page 1) and Cover Letter (Section A)
- Proposal sequenced in accordance with Sections B-E above
- Forms as follows: (All forms must be signed.)
  - *Signature Sheet (Page 24)*
  - *Propriety/Confidential Information Identification (Page-25)*
  - *Exceptions to RFP (Page 26)*
  - *Anticollusion/Nondiscrimination/Drug Free Workplace Clauses (Page 27)*
  - *Proof of Authority to Transact Business in Virginia (Page 28)*
- Fee Proposal (Section F)
- Addendums (if any)

## 11.0 EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. Selection will be made for each proposal on the basis of the criteria listed below. Each criteria will be evaluated based upon the strengths and weaknesses of the submittal or subsequent information gained in the process.

- Qualifications and experience of Offeror related to operating a food service business to include prior work and references
- Capability of offeror to perform the required services including employee and management qualifications, resources, and financial stability
- Proposed type of operation to include operation hours, methods of operation, proposed menu and reasonableness of food costs, specialty services, and operating concepts
- Reasonableness of proposed leasing fees or alternative revenue options
- Completeness and quality of proposal

Selection shall be made of the offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor.

After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*).

Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The successful firm will be expected to enter into a contract with the City of Suffolk based upon their submittal, any additional negotiated terms, and best and final pricing. The successful firm shall execute and return the contract documents to the City within ten (10) days of receipt.

## 12.0 CONDITIONS AND INSTRUCTIONS (Revised 1/28/16)

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, memory sticks, 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.
3. **Late Proposals:** Proposals, 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 by email, in person, or by certified mail.
7. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://apps.suffolkva.us/bids/>). 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 Professional 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 electronic 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 subconsultants or sub consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
17. **Indemnification:** Bidder/Offeror shall defend and indemnify the City, and the City's employees, agents, and volunteers, 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 Bidder/Offeror, 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 Bidder/Offeror. This indemnification 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 Bidder/Offeror or any of the Bidder/Offeror's officers, shareholders, employees, agents, consultants, subconsultants, or any other person or entity acting on behalf of the Bidder/Offeror. Unless otherwise provided by law, the Bidder/Offeror 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 (Consultant) under workers' 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:
  - a. 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.

- b. 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.
  - c. 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 Consultant'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 Consultant that the Consultant 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 subconsultant 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 Consultant, 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 Consultant in whole or in part without the written consent of the City.
28. **Independent Consultant:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant 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 Consultant'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 Consultant will negotiate a mutually agreeable adjustment to the Consultant'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 Consultant 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 Consultant 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 Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this Contract. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Contract, Consultant 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 Consultant shall for any reason or through any cause be in default of the terms of this Contract, the City may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this Contract.

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

Upon termination, Consultant 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 an 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 Consultant 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 Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant'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 Consultant, or the waiver by the City of any provision under this contract including any obligation of the Consultant, 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 Consultant, 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:** Consultant 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 consultant on the same project.
42. **Responsibility of Consultant:** The Consultant 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 Consultant shall remain liable to the City for all costs which are incurred by the City as a result of the Consultant's negligent performance of any of the services furnished under this Agreement.
43. **Changes and Additions:** It shall be the responsibility of the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultants and subconsultants performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and subconsultants 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, or e-mail, [comrev@suffolkva.us](mailto:comrev@suffolkva.us)
48. **Consultant's Form:** In cases where the City may accept the Consultant's form agreement, whereas certain standard clauses that may appear in the Consultant'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 Consultant's form contract, the City's contract addendum shall prevail over the terms of the Consultant's agreement in the event of a conflict.
49. **Offeror's Qualifications:** Only proposals from established Consultants 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 subconsultants
  - 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.
  - Consultant 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 Consultant 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 bidder shall procure, maintain, and provide proof of, insurance coverage's 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 bidder, his agents, representatives, employees or subcontractors. Proof of coverage shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for three (3) years after delivery; for occurrence policies. Claims made policies must be in force or that coverage purchased for six (6) years after delivery date

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. All invoices shall be forwarded to the following address:

55. **Payments to Subcontractors:** Within seven (7) 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 of 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. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Contractor shall be distributed to the City's Project Manager for each task in the format and number of copies as directed by the task statement of work. Within thirty (30) days of project completion, the Contractor shall prepare and submit a Project Completion Report with project closeout documents and submit to the City's Project Manager
58. **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.
- 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.
59. **Responsibility for Making Corrections:** The Engineer 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 Engineer's negligent performance of any of the services furnished under the contract.

60. **Ethics in Procurement**

**Bidders, offerors, contractors or consultants must provide written disclosure with their bid or proposal if one of your officers, directors, trustees, partners, employees, or lenders is an employee or officer of the City of Suffolk or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Procurement Act) who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the bidder, Offeror, contractor or consultant.**

# 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: \_\_\_\_\_









## 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 established 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