

REQUEST FOR PROPOSAL

City of Suffolk
RFP #16076-AT
March 15, 2016



Purchasing Division
442 W. Washington Street, Room 1086
Suffolk, VA 23434
Phone: (757) 514-7520 Fax: (757) 514-7524

Tree Removal, Stump Removal, Tree Trimming and Emergency Debris Removal Annual Services

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 with the RFP number, title, and closing date in the subject line.

Scope of Work: The City of Suffolk is seeking proposals from qualified firm(s) to provide all labor, materials, equipment, supervision, transportation, and associated insurance required to provide annual tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for all City agencies/departments in accordance with all specifications, terms and conditions herein.

Proposals are due: 3:00 p.m., April 8, 2016

Contract Officer: Amy Trahan
Amy Trahan, Buyer I, atraham@suffolkva.us

The Buyer I, Amy Trahan 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: atraham@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

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

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

In compliance with this Request for Proposal, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

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.

Offers may be sent to proposals@suffolkva.us. Electronic copies (CD or thumb drive) may be delivered to the Purchasing Office, 442 W. Washington Street, Room 1086, Suffolk, Virginia, 23434 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. **Do not send Zip files. Zip files cannot be accepted.**

Electronic proposals only. Hard copies of proposals will not be accepted.

RFP documents may also be obtained in CD format from the City of Suffolk Purchasing Office for a non-refundable fee of \$5.00. Payment will be accepted in the form of check made payable to "TREASURER, CITY OF SUFFOLK" only. Credit cards will not be accepted, nor will separate invoices be issued.

Firms requesting direct delivery of CD of Bid Documents via US Postal Service shall also include an additional payment for a non-refundable handling fee of \$5.00 per CD.

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

Tree Removal, Stump Removal, Tree Trimming, And Emergency Debris Removal Annual Services

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PURPOSE

The City of Suffolk is seeking proposals from qualified firm(s) to provide all labor, materials, equipment, supervision, transportation, and associated insurance required to provide annual tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for all City agencies/departments in accordance with all specifications, terms and conditions herein.

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) days prior to the date set for bids to close.

CONTRACT PERIOD

The contract shall cover the period from date of award through April 30, 2017.

This contract may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the contractor and the City. The City reserves the right to renew this contract for two (2) additional one-year periods. Unless notified in writing thirty (30) days prior to the expiration date, the contract will automatically renew during these periods.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or 3%.

The contractor shall submit any price increases in writing to the City no less than sixty (60) days prior to the renewal date. Any increase in rates shall require prior approval in writing from the City. The City does not guarantee any rate increases.

SCOPE OF SERVICES

General Services

Contractor(s) shall provide all labor, materials, tools, equipment, supervision, and associated insurance, licenses, permits, etc. required to provide annual tree removal, stump removal, tree trimming, and emergency debris removal services necessary as designated by various city departments including Public Works, Parks and Recreation and Public Utilities during the period of time covered by this contract.

The City of Suffolk reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services by the vendor, if it is found that such services are not required by the City during the period covered by this contract.

All work shall be on an AS NEEDED BASIS in accordance with specifications and conditions herein and as instructed and scheduled with each of the using departments. The City does not guarantee any minimum amount of work for the Contractor during the contract period; quantity of work performed will be determined by the using department.

All work must be performed between the hours of 7:00 a.m. and 7:00 p.m. It shall be the Contractors responsibility to see that equipment, tools and supplies are delivered with or adjacent to the work area as specified by the designated City department.

The work described in this specification shall be done with the least inconvenience to the City of Suffolk. City of Suffolk vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the using department representatives listed:

PUBLIC WORKS:	Antonio Jordan	(757) 514-7624
PARKS & RECREATION:	Terry Baronner	(757) 514-7252
PUBLIC UTILITIES:	Bobby Gardner	(757) 514-7021

All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools and equipment. The City of Suffolk shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

Emergency Requirements

Some work may be deemed an emergency by City of Suffolk and Contractor **must** be capable of providing emergency 24/7 service.

The Contractor shall furnish and maintain a toll free telephone contact 24 hours per day, seven (7) days per week, including weekends and holidays. Contractor shall indicate on the proposal a contact person's name and telephone number for normal working hours and also for emergencies that may occur after working hours, nights, weekends and/or holidays. Answering machines are unacceptable as point of contact.

The Contractor shall be on site, and ready to perform work after receipt of emergency call based on response time indicated in the proposal. Indefinite terms such as "promptly" or "without delay", etc., will not be given consideration.

Contractors are cautioned to consider the response times they indicate, as they will be required to adhere to those times. When the Contractor cannot meet the response time requirements according to the awarded contract, the City of Suffolk reserves the right to obtain services from another contractor.

Demolition and Debris Removal

The contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a City of Suffolk representative, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

Potentially Hazardous Materials

If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

Maintenance of Traffic

The Contractor shall post "No Parking" signs alerting any homeowner(s) and/or business establishments of the Contractor's work schedule. By posting "No Parking" signs, homeowner(s) and/or business establishments will have an opportunity to find alternative parking locations for their vehicles and/or vehicles of customers. Any variation to this procedure must be approved by the using department in advance of the demolition of trees and stumps.

The work involved in the construction specified in this contract shall progress in a manner, which will cause the minimum interruption to pedestrian and/or vehicular traffic through the areas of proposed work. Maintenance of traffic will be a subsidiary obligation of this contract. The Contractor shall maintain barricades at each location of work until such time as the work is completed and the area is ready to be used. Mobile signs may be approved for use in areas of short work duration. Flagging and other work under this item shall comply with the Manual on Uniform Traffic Control Devices. (MUTCD) All costs shall be included in proposals submitted.

All roadway work zones shall be in accordance with the Virginia Work Area Protection Manual May 2007 or latest edition.

Any and all street or road closures must be approved by Robert Lewis, Traffic Engineer, (757) 514-7621.

Tree Removal

Tree removal shall be paid for at a contract unit price per each determined by the caliper of each tree and the corresponding pay size in the following schedule:

- 10" or less**
- Over 10" – 18"**
- Over 18" – 26"**
- Over 26" – 34"**
- Over 34" – 42"**

**Over 42" – 46"
And over 46".**

All tree work shall be performed by the Contractor's personnel under the supervision of a Licensed Tree Expert.

The caliper of a tree shall be the diameter at breast height measured twenty four inches (24") above the ground. No consideration of the height or canopy will be given regarding pay size. Tree removal shall include removal of the stump, excess stump chips, and all limbs and trunk as part of the item. The areas shall be filled with topsoil, raked and swept clean. Contractor shall provide topsoil if needed.

Complete tree removal (trunk, limbs, canopy, and crown) shall include the stump, which shall be ground 8" – 10" below the grade level. The grinding of the stump includes major root flares and major surface roots. All resulting stump chips shall be removed from the hole created by the stump grinding up to 4" below ground level then filled with topsoil, raked and swept clean. All excess stump chips shall be removed and disposed of by the Contractor.

Roots over the sidewalk are part of stump removal.

Trees, which cannot be felled without danger to traffic or injury to other plants or property, shall be cut in sections from top down.

Payment for each item shall include all labor, materials, supervision, equipment, services, incidentals and related items necessary to complete the work in accordance with specification.

Stump Removal

Stump removal shall be paid for at the contract unit price per each determined by the caliper of each stump and the corresponding pay size in the following schedule:

**34" or less
Over 34"**

Payment for stump removal shall be made only where not included as part of tree removal. The caliper of a stump shall be the diameter as measured twenty four inches (24") above the ground.

The grinding of the stump includes major root flares and major surface roots. All resulting stump chips shall be removed from in the hole created by the stump grinding up to 4" below ground level then the hole is to be filled with topsoil, raked and swept clean. All excess stump chips shall be removed and disposed of by the Contractor.

Roots over the sidewalk are part of stump removal.

Stump removal shall include removal of the stump and excess stump chips. The area shall be filled with topsoil, raked and swept clean. Contractor shall provide topsoil if needed.

Payment for each item shall include all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification.

Other Requirements

The CONTRACTOR shall not seek or accept requests from private property owners to perform debris clearing or removal activities while actively working on City projects. Under certain circumstances it may be necessary to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or rights-of-way. For such situations a Right of Entry Agreement Form must be signed by the private property owner before any work is performed and a copy of the signed form is to be provided to the City. If circumstances make removal of debris from private property necessary or beneficial to the City, a change to the scope of work will be negotiated.

The using department reserves the right to make such alterations to the character of the work and/or the quantities quoted in the proposal or as he/she may deem necessary to accomplish the work.

For work performed in the off hours, weekends and holidays. The item shall be paid for as a mark-up percentage over the regular contract pay items. For example, if the contract price for removal and disposal of a 10" or less caliper tree is \$100.00 and the Contractor bid a 10% mark-up for said tree, then the Contractor can invoice the City for \$110.00 for this size tree if it's removed and disposed of in the off hours.

The Contractor must have prior approval for all work performed during regular working hours and for all work performed during off hours, weekends and holidays.

The Contractor is solely responsible for contacting "Miss Utility" and locating and identifying all underground utilities that might interfere with their work. The Contractor shall contact the public utility, Phone Company, and Cable Company when work is being performed next to their lines.

GENERAL CONDITIONS

Experience

The successful offeror shall demonstrate adequate plant knowledge regarding plant species, pests and diseases for all plants contained on these sites and practice accordingly, recognized industry standards and techniques for landscape maintenance, both for hard-scapes and plant materials. The contractor accepts total responsibility for the replacement of materials, whether owned by the City or others, which the City judges to have been damaged or killed as a result of poor industry practices or knowledge demonstrated by the contractor.

Qualifications

Minimum qualifications for the firm and key forepersons/supervisors assigned to the work shall include the following:

1. Have thorough technical knowledge of the best maintenance practices for the

green industry as needed.

2. Have adequate staff to respond quickly to tasks and attend to on-site needs in a timely manner. This includes being available in the event of emergencies and natural disasters.
3. Have adequate equipment and operators to fulfill maintenance obligations and to provide timely replacement of such due to unforeseen failure(s).
4. Have had considerable favorable experiences in servicing projects of like size, stature and cost.
5. Be registered and keep valid all permits and certifications. A valid VDACS Certified Pesticide Applicator (or registered technician) shall be required of all persons applying chemicals. Certified pesticide applicators (CPA) shall be certified in categories 3A (ornamentals) and 3B (turf). CPA personnel on staff shall be a mandatory requirement for the offeror in order to be considered for this project.
6. Offeror shall have a certified arborist on staff.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Submission of Proposals

An electronic document shall be submitted by e-mail attachment to proposals@suffolkva.us with the RFP number, title, and closing date in the subject line. Electronic copies (CD or thumb drive) may be delivered to the Purchasing Office, 442 W. 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 atraham@suffolkva.us. Enter RFP 16076 in the subject line for quickest response. **It is the responsibility of the offeror to request confirmation of submittal.** 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 may be requested 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.

Questions and Inquiries

Questions and inquiries pertaining to the Request for Proposals will be accepted from any and all firms via e-mail (**atrahan@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) business days prior to opening date.

Amy Trahan, Buyer I, 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.

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/>.

Firm Pricing for City Acceptance

Offers made during negotiation must be honored for City acceptance for 180 days from the date of offer.

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.

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.

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 time 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.

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.

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.

The City reserves the right to request clarification of information submitted and to request additional information if deemed necessary.

Cover Letter

The offeror will submit a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind Offeror must sign the letter

and Signature Sheet, as well. Indicate the address and telephone number of the Contractor's office.

Background and Project Summary Section

This section should describe your understanding of the City, the work to be performed, and the objectives to be accomplished. Refer to the "Scope of Services" Section of this RFP.

Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the "Scope of Services" of this RFP. The Methodology Section should include the following:

1. An implementation plan that describes in detail (a) the methods, including controls by which your firm manages projects of the type sought by this RFP; (b) methodology for soliciting and documenting view of internal and external stakeholders; and (c) any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" Section.
3. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified herein.

Staffing Section

Provide a list of individual(s) who will be working on this contract and indicate the level/title of each member, and the function that each will perform. Include a resume for each designated individual, to include licenses, certifications, etc.

Qualifications

The information requested in this section should describe the qualifications of the firm, key staff, and subcontractors performing projects within the past five (5) years that are similar in size and scope to that requested in the RFP.

1. Names of key staff that participated on named projects and their specific responsibilities with respect to the "Scope of Services."
2. A summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested herein.
3. Provide at least three (3) commercial/public references that received similar services from your organization. The City reserves the right to contact any the organizations or individuals listed. Information shall include: Local references are preferred.

- Client name
 - Client point of contact, telephone number, and email address.
4. List of equipment to be used during the contract period.
 5. List of all current permits and licenses that shall be valid for the duration of the contract period. Please provide a copy along with your completed fee schedule.

Fee Schedule

Provide your organization's fee schedule for the services requested in this RFP.

Format

Proposal should be submitted in the following format:

- Cover Letter (A)
- Proposal sequenced in accordance with the paragraphs above
- Forms as follows: (All forms must be signed.)
 - *Signature Sheet (Page 29)*
 - *Propriety/Confidential Information Identification (Page 30)*
 - *Exceptions to RFP (Page 31)*
 - *Anti-collision/Nondiscrimination/Drug Free Workplace Clauses (Pg. 32)*
 - *Proof of Authority to Transact Business in Virginia (Page 33)*

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 Offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

- Compliance with RFP requirements
- Understanding of the project
- Recent experience in conducting similar scope, complexity, and magnitude for other agencies
- Price
- References

Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror, the City shall select the offeror which, in its opinion, has made the best proposal, and will award the contract to that offeror. Should the City determine, in its sole discretion, that one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded 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.

The successful firm will be expected to sign a contract with the City of Suffolk. The successful firm shall execute and return the contract documents to the City within ten (10) days of receipt. The City reserves the right to include additional terms and provisions, as negotiated.

CONDITIONS AND INSTRUCTIONS FOR RFP

Rev: 1/26/2016

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. 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. **The subject line should show the proposal number and name. Zip files cannot be accepted.**
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 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 bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, 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://www.suffolkva.us/bids/index.jsp>). It is the bidder's responsibility to check the website or to contact the Purchasing division prior to the submittal deadline to ensure that the bidder has a complete, up-to-date

package. Acknowledgement of all issued Addenda shall be indicated on the bid 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 non-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/bids/bid_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 must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder 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 bidder'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 bidder:** 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 bid. 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 Proposal 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.

17. **Indemnification:** 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 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 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 Offeror or any of the Offeror's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of the Offeror. Unless otherwise provided by law, the 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 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 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 subcontractor 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 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 this contract 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 Bid 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 Bid/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 proposal 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, and the terms of a purchase order or related document issued by Purchasing, 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**: This 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. This 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.
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 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 sub-consultants 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 sub-consultants 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 email 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 he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. The City may, at its option, disqualify a 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 offerors.
 - Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants.
 - 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 bids. 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 bidder'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.
1. Minimum Limits, General Liability:
\$2,000,000 General Aggregate Limit

\$2,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$1,000,000 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.

1. 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, \$100,000/ \$500,000/ \$100,000

d. Umbrella/Excess Liability

\$2,000,000 umbrella/excess liability coverage

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 thirty (30)days written notice to the City before any cancellation, suspension, or void of coverage 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. 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.
7. 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.

8. 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.
9. 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.

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. 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 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. **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. **Default on Taxes:** No bid or proposal will be accepted from, or any Contract awarded to, any person, firm, or corporation that is in arrears, or in default to the City upon any debt or Contract, or that is a defaulter as surety, or otherwise upon any obligation to the City.

61. **Ethics in Procurement:** Bidders, offers, 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 Public 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 and that I have read and understood and agree to all the terms, specifications and conditions as set forth in the RFP and all addendums, except for items listed on the Exceptions to RFP page.

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.** _____

Email: _____

Name (type/print): _____ **Title:** _____

Signature: _____

EXCEPTIONS TO RFP

(RFP #16076-AT)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

- () 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: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

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. 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.
 - C. 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: ()	
Fax Phone Number: ()	Title
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: _____
 Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No

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 WITH COPIES OF DOCUMENTATION