



CITY OF SUFFOLK

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Request for Proposal

City of Suffolk

RFP #16092-JS

June 3, 2016

Purchasing Division

442 W. Washington Street, Room 1086

Suffolk, VA 23434-5237

Phone: (757) 514-7520 / Fax: (757) 514-7524

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

Consulting Services for Employee Benefits

Electronic proposals will be received at the office of the Purchasing Agent, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation.

SCOPE OF WORK – The City of Suffolk is requesting sealed proposals from qualified individuals and/or firms to provide consulting services for City of Suffolk Employee Benefits

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

Proposals are due: 3:00 p.m., July 5, 2016

Contract Officer: _____

Jay Smigielski, CPPC, Purchasing Agent, jsmigielski@suffolkva.us

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 undersigned offers, if the offer is accepted within ninety (90) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The above signed 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 on the previous page.

SOLICITATION DOCUMENTS

Additional Request for Proposal documents is 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 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.**

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 faster 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.

PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held at 11:00 AM on June 13, 2016 in the Human Resources Conference Room in Suffolk City Hall Building, located at 442 W. Washington Street, Suffolk, Virginia.

Consultant for Employee Benefits

RFP 16092-JS

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1.0 PURPOSE

The purpose of this Request for Proposal is to enter into a contract with a qualified firm for the provision of Employee Benefit Consulting Services in accordance with the terms and conditions of this Request for Proposal.

Qualified firms are encouraged to submit a proposal in response to this RFP. The City, in its sole discretion, will award the contract to the top rated offeror as determined by an evaluation committee.

The firm to be retained will be required to provide advice and assistance on employee benefit programs and wellness programs including: "best practices", changes in laws and regulations, new and alternative benefit forms, cost-benefit analyses, financing alternatives, administrative practices, and benefit/wellness communications to assure that City benefit programs are competitive, cost-effective, and understood and valued by employees.

2.0 BACKGROUND

The City of Suffolk employs approximately 1,400 eligible regular and part-time employees including employees of the City's elected Constitutional Offices. The management of this rapidly growing City, impacted by ever increasing demands for public service, requires a healthy workforce.

The City of Suffolk acknowledges that employees are an employer's most valuable resource. It is the intent of the City to provide appropriate benefits and employee wellness activities for all employees and their households. These programs will ensure that Suffolk is a healthy and productive organization ultimately serving the citizens of Suffolk.

The City of Suffolk core goals for the employee benefit, worksite well-being and population management programs are affordability, compliance, alignment with Suffolk City Council's priorities, constant improvement, and long range planning

3.0 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 Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) business days prior to the date set for acceptance of proposals.

4.0 TERM OF CONTRACT

The contract shall begin starting August 1, 2016, through June 30, 2017. The City reserves the right to extend the contract for four (4) additional one year periods. The subsequent contract will be a firm fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The consultant 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.

5.0 SCOPE OF SERVICES

- A. Qualified offerors are encouraged to submit a proposal to provide consultant services on a **variety of employee benefits and worksite well-being & population health management programs** including, but not limited to
- Health Care Insurance including high deductible plans
 - Pharmacy and prescription plans
 - Dental Insurance
 - Vision Insurance
 - Group Term Life Insurance
 - Flexible Spending Accounts
 - Variety of voluntary benefits such as accidental or cancer insurance
 - Deferred Compensation (Section 457)
 - Short-term Disability
 - Long -Term Disability Insurance
 - Health Savings Account (HSA)
 - Long Term Care if needed
 - Employee Assistance Program (EAP)
 - COBRA
 - Screening programs such as biometric screenings
 - Health Risk Assessments
 - Incentive Plans
 - High Risk and Disease Management Programs
 - Self-care Program
 - Health education programs
 - well-being programs in general including physical fitness/activity, nutrition, mental health, financial, and social health
- B. The consultant will be required to **gain, maintain, direct, and guide**, during the term of the contract, **the City's benefit and worksite well-being & population health management programs** including strategies, plan designs, financing and administrative practices, marketing and communications, and individual plan enrollment and performance.
- C. The consultant will be required to **meet with the Human Resource Director or his/her designees at least semi-annually** and more frequently as needed to advise on legal and regulatory changes; market conditions; new and alternative benefit and population health management programs; trends and practices in plan design, financing, administration, marketing and communications, support technologies, and other conditions and issues relevant to City employee benefit and worksite well-being & population health management programs. These meetings are intended to assure that City officials have current information and professional advice consistent with the objectives in paragraph 6.1.
- D. As required, the consultant will assist the City in the **preparation of RFPs** for benefits, benefit administrative services, worksite well-being & population health management services and programs. The consultant will analyze and assist the City in evaluating offeror responses; negotiating with top-rated offerors; and

developing recommendations for contract award.

- E. As required, the consultant will assist management in the **development and implementation of presentations** to enhance understanding of benefit and population health management issues, changes, and their legal, financial, and employee relations impacts.
- F. As required, the consultant will **perform surveys, analyses, and other tasks** related to employee benefits and population health management issues by preparing written reports and making oral presentations that reflect knowledge of the subject matter and its relevance to the City's program.
- G. Examples of "as required" tasks that may be assigned include, but are not limited to:
 - 1. Assisting the City in **evaluating the current health, dental and pharmacy benefits offered** to employees and retirees with regard to availability of option at multiple levels of service and cost.
 - 2. Performing **actuarial studies and other analyses** of City membership demographics and service utilization in managed health care plans, health maintenance organizations, and high deductible plans to assist the City in negotiating rates with these organizations and setting employee premiums.
 - 3. **Performing in-depth analysis** of claim trends, renewal projections, and renewal negotiation including a comprehensive underwriting analysis for mid-year and fiscal year budget process and development.
 - 4. **Analyzing health care provider organizations** considered for inclusion in the City's benefit and health benefits program. Making oral **presentations and preparing written Reports** on these organizations, their accessibility and comprehensiveness of services, ability to pay claims, efficiency and timeliness of claims processing, and fee structure in relation to benefits provided.
 - 5. Analyzing all **benefit plan designs** on an on-going basis and advising on less costly and more attractive plan designs.
 - 6. **Financial tracking and reporting monthly** of plan performance to budget and contract.
 - 7. Facilitating quarterly updates with carrier partners to monitor claims utilization and program progress. This includes **being a liaison between the City and vendors** for problem resolution and member advocate for claim resolution.
 - 8. Reviewing of **emerging trends** in national, regional and local healthcare, pharmacy, financial impact, payor contracts, employee benefit plans, risk financing strategies, and benchmarking to peers.

9. Assisting in the development of the **Operating Plan** for the benefit program.
10. Assisting the City in developing an effective **marketing and communication program** to create awareness of programs, help employees understand program changes, and foster appreciation of costs.
11. Assisting annually with **Open Enrollment and onboarding**, employee communication and education (via web, presentations and written materials) including customized design of enrollment materials.
12. Directing the City in understanding and implementation of the **Affordable Care Act** as required by the law. This includes providing Health Care Reform guidance, updates and impact analysis to ensure compliance with new regulatory requirements and providing calculations for submission of PCORI fees, transitional reinsurance fees and projections of excise taxes.
13. Completing an employee **benefits compliance review or audit annually** to assistance with the interpretation of regulatory issues. This may include regular e-mail updates with any significant changes to trends and regulations in the marketplace and provide annual required compliant notices and disclosures for distribution.
14. Providing **answers from experts on complex** benefit and population health management Plans that guide fiduciary plan decisions. This may include tools and checklists that assist in compliance to federal and state requirements, to reduce costs, and to improve the attractiveness of programs.
15. **Advocating for quality services** to the best interest of the City when working with all vendors.
16. Assisting in the development of and evaluation of any **RFP** for third party vendors for benefit and/or population health management programs as needed. This may include working with the Procurement officer and Human Resources from pre-planning, development, distribution, processing, summarizing responses and facilitating negotiations to final award.
17. Assisting the City in the development of **an integrated strategic plan** for benefit and population health management programs; evaluating the current direction of the City; recommending the best direction to meet the goals and financial objectives of the city including cost projections, factors driving cost and funding analysis.
18. Assisting in the **development of a worksite well-being and population health management program** for City of Suffolk employees. This may include providing resources such as wellness campaigns via e-mail, employee communications, wellness committee guidance, and education

on wellness programs available through current carriers.

19. **Analyzing and evaluating worksite well-being and population health management programs on an on-going basis.** This includes advising on plan improvement, process implementation, and the best use of technology.
- H. For major assigned tasks, the **consultant will be required to provide a work plan with completion dates and make periodic progress reports and/or briefings.** A final written analysis of each task may be submitted to the City of Suffolk Risk, Benefits and Wellness Manager or the Director of Human Resources as deemed necessary.
- I. The Consultant's staff must be **available** for consultation with City staff on an as-needed basis between 8:00 AM and 5:00 PM, Monday through Friday.
- J. The Consultant must establish **formal evaluation and quality control procedures** to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the City's administrators to monitor the program's progress and effectiveness. The City's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Consultant will submit the quality control report to the Contract Administrator identified by July 1st of each year.

6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. 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. Offers may be sent to proposals@suffolkva.us Electronic copies (CD or thumbdrives) 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 are not accepted.**

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 may be selected 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. 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/> provided that all questions are received five (5) business days prior to opening date.

Jay Smigielski, Purchasing Agent, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. All questions and/or comments should be directed to his 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 180 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.

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 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.

6.0 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. In accordance with the specifications herein, the proposal shall provide a straight forward, concise delineation of capabilities, experience and approach to the tasks outlined in this request. Offerors are requested to submit the following items in the format provided as a complete proposal:

A. Proposal Formant

The offeror shall complete and 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 Consultant's office.

Proposals should be assembled in the following sequence:

Page one of RFP
Cover letter
Proposal as described in paragraphs B-F below
Signature sheet (page 26)
Proprietary/Confidential Identification Form (page 27)
Exceptions to RFP (page 28)
Anticollusion/Antidiscrimination form (page 29)
Proof of Authority to Transact Business in Virginia (page 30)

B. Background and Project Summary

The Background and Project Summary 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" of this RFP.

C. 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 consultant 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 Work" Section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion for each task assigned.
4. 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.
5. The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed. The technical narrative should address separately each of the tasks described in the Scope of Work and responses should be keyed to appropriate paragraph numbers.

This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in the Scope of Work, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented, and may propose alternative approaches

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables

D. Staffing Section

Provide a list of individual(s) who will be working on this project 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. Full-time and part-time staff, proposed sub-consultants and sub-consultants who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any sub-consultant or sub-consultant activity must be indicated and the anticipated sources will be identified.

E. Qualifications

1. A summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested herein.
2. Provide at least five (5) references that received similar services from your organization. Public agency references are preferred. The City reserves the right to contact any the organizations or individuals listed. Information shall include:
 - Client name
 - Project description
 - Project start and end dates
 - Client project manager name and telephone number

F. Pricing

The subsequent contract will be a firm fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The offeror, as a minimum, must submit a cost proposal in a **separate tab** fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The following information should be submitted as part of the business proposal:

The cost of each task or segment of the task shall be itemized.

1. Offerors must provide a price breakdown for each service separately as

- well as totals for services provided together if price differ.
2. Breakdown of direct labor and labor overhead (by service not labor codes) costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
 3. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
 4. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etcetera.

Caution: Failure to provide breakdowns of cost items may render the Business Proposal non-responsive.

7.0 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.

- a. Qualifications, credentials, and related experience of the Offeror's key personnel.
- b. Adequacy and availability and support resources
- c. Established working relationships as a project team on similar jobs
- d. Quality of prior work, including efficiencies, timeliness and cost control.
- e. Approach to the task/operational plan.
- f. Reasonableness of proposed schedule and price;
- g. Overall quality and completeness of proposal based on the submittal requirements

Once each member of the Evaluation Committee has read and rated each proposal by use of the criteria, a consensus of the Committee shall be used established ranking the proposals. This ranking shall be used to select the firms for further consideration—the short-list. At this point, the Evaluation Committee will conduct interviews with two or more of the top ranked firms.

After interviews have been conducted with each selected offeror, the City shall select the offeror(s) which, in its sole opinion, are in the best interest of the City and enter into negotiations with those firm(s). Should the City determine, in its sole discretion, that only 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 file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection.

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) business days of receipt.

8.0 CONDITIONS AND INSTRUCTIONS (Revised 5/23/16)

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. 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 must show the proposal number and name. **Zip files cannot be accepted.** This form shall be included as part of your submittal; else, your response may be considered 'non-responsive.'
3. **Late Proposals:** Proposals and thereto, if received by Purchasing after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is received by Purchasing as specified. There will be no exceptions. Electronic proposals show the date and time sent. This must be prior to the closing date published on the front cover.
4. **City Hall Closure:** Should the City's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the City, at the original scheduled hour, or as soon as connectivity is restored during normal business hours.
5. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the offeror and the City, which shall bind the offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and the City on its part to order from such offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
6. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
7. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website www.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. Submission of proposals indicates offeror's acknowledgement of all issued Addenda.

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: www.suffolkva.us/bid/
10. **City's Rights:** The City reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the City.
11. **Delivery:** The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the offeror shall so state.
12. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the offeror's risk and expense.
13. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
14. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The offeror agrees that its contract performance shall be in strict conformance with the contract documents.
15. **Rights to Damages:** By signing this proposal, the offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
16. **Anti-collusion:** The offeror certifies by signing this Request for Proposals that this proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-Consultants or sub consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.

17. **Indemnification:** Offeror (Consultant) 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 (Consultant), 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 (Consultant). 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 (Consultant) or any of the Offeror's (Consultant's) officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of the Offeror (Consultant). Unless otherwise provided by law, the Offeror (Consultant) 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 Consultant (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 Consultant 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 Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
19. **Laws, Regulations:** The Consultant 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 Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
20. **Alien employment:** The Consultant 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 Consultant, the City reserves the right to procure the goods and/or services from other sources, and hold the Consultant liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the Consultant 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 Consultant agrees as follows:
 - a. The Consultant 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 Consultant 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 sub consultant or vendor.
26. **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant'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 sub-consultant 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 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. **Consultant 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, offerors 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 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 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 Proposal holder'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. **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.

54. **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.

a. **General Liability**

Coverage shall be as broad as: Commercial General Liability form including Products/Completed Operations.

Minimum Limits

\$1,000,000 Each Occurrence Limit
\$2,000,000 General Aggregate Limit
\$2,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

b. **Automobile Liability (Owned and Non-Owned Licensed Vehicles)**

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

Minimum Limits

\$1,000,000 Combined Single Limit
\$ 5,000 Medical Expense Limit

c. **Workers' Compensation**

Limits as required by the Workers' Compensation Act of Virginia.

Minimum Limits

Employers Liability, \$100,000 / \$500,000 / \$100,000.

d. Umbrella/Excess Liability

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

e. Professional Liability

1. The successful offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
2. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) with a minimum coverage of \$2,000,000 per claim for each wrongful act and \$3,000,000 annual policy aggregate (effective date same as contract date with one-three year extended reporting period).
3. Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage's, and/or restriction.

f. Coverage Provisions

1. The offeror shall furnish the City with all certificates of insurance and additional insured endorsements, declaration pages, and policies affecting coverage. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided. All documents 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.
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" on the commercial general liability, automobile liability and umbrella/ excess liability policies. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided.
3. Subcontractors of the offeror shall be subject to all of the requirements stated herein.
4. Proof of insurance must 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.

5. Claims made policies must be in force or that coverage purchased for three (3) years after delivery date. 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.
6. 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 Manager.
7. The offeror shall notify the City of Suffolk of any change, cancellation, or non-renewal as soon as they are made aware of such by their insurance company. The failure of the offeror to provide a new and valid certificate shall result in suspension of all payments until the new certificate is furnished.

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:** _____

Email address : _____

Signature: _____

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

RFP #16092-JS

Name of Firm/Offeror: _____

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

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

EXCEPTIONS TO RFP

(RFP #16092-JS)

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):

Exceptions: _____

Providers should note that 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 CONSULTANT AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONSULTANT'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 CONSULTANT'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 CONSULTANT THAT THE CONSULTANT 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 SUBCONSULTANT 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 CONSULTANT IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

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

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

Is your firm a "minority" business? Yes No

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