



REQUEST FOR PROPOSAL

City of Suffolk
RFP #18020-CN
September 15, 2017
Purchasing Division
442 W. Washington Street, Room 1086
Suffolk, VA 23434
Phone: (757) 514-7520 Fax: (757) 514-7524
<http://www.suffolkva.us/739/Purchasing-Division>

Emergency Pump and Haul Services for Sanitary Sewer Pump Stations

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. RFP may be downloaded from <http://apps.suffolkva.us/bids/>

SCOPE OF WORK: The City of Suffolk has issued this sealed Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified vendors to provide Emergency Pump and Haul Services for the City's approximately 147 sanitary sewer pump stations.

Proposals are Due: 3:00 p.m. – October 12, 2017

Contract Officer:



Cindy L. Norfleet, CPPB, Senior Buyer, cnorfleet@suffolkva.us

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

OFFEROR:

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____

FAX No.: _____

E-mail: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

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

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

SOLICITATION DOCUMENTS

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

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

ELECTRONIC BID SUBMITTAL

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 may be delivered to the Purchasing Office, 442 West Washington Street, Room 1086, Suffolk, Virginia prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. **ZIP files cannot be accepted**; they do not work in the City's system. To receive confirmation of receipt of proposal, send request to the contracting officer at cnorfleet@suffolkva.us. Do NOT send proposal directly to contracting officer.

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

Emergency Pump and Haul Services for Pump Stations

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Prepared By: Cindy L. Norfleet Date: September 15, 2017
Senior Buyer

1.0 PURPOSE

The intent of this Invitation for Bid is to obtain two (2) or more qualified and authorized contractors to provide all labor, transportation, materials, equipment, permits and fees necessary to provide services related to pumping, hauling, and disposal of untreated sewage waste from pump stations on an emergency basis for the City's Public Utilities Department. Work shall be handled on an on-call basis and shall be in accordance with all specifications, terms, and conditions herein.

It is the intent of the City to establish a contract with a minimum of two (2) contractors. Once under contract, the contractors will be required to perform emergency pump and haul services throughout the contract period on an as needed basis. Contractors will normally be selected on a rotating basis for individual tasks; however, the City, at its sole discretion, reserves the right to select contractors out of rotation when deemed to be in the best interest of the City. {For example: Contractors with larger tank trucks may be selected to handle larger projects. Other contractors may be selected because they are closer in proximity to the affected pump station(s).}

This contract is for "emergency" pumping of pump stations only; the City has a contract in place for annual "Pumping, Hauling and Repair Services for Septic Tanks and Grease Traps."

These services are being procured through competitive negotiations in accordance with the Virginia Public Procurement Act.

2.0 BACKGROUND

The City has approximately 147 pump stations. During extreme weather/rain events, tanks for these pump stations may not be able to compensate for the increased swell of groundwater resulting in an overflow of sewage and creating an unsafe/unhealthy situation.

3.0 COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permits competition. It shall be the bidder'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 days prior to the date set for bids to close.

4.0 CONTRACT PERIOD

The contract shall cover the period beginning November 1, 2017, or upon full execution of contract, and continuing through October 31, 2018. This contract may be renewed based on the terms and conditions at the expiration of its term at the sole discretion of the City. Automatic renewals will occur for up to two (2) additional one-year periods through October 31, 2020. The right is further reserved by the City to not renew the resulting contract at the expiration of the anniversary date by furnishing the contractor with thirty (30) days written notice.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of 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 City does not guarantee any rate increase.

5.0 SCOPE OF SERVICES

A. General

Contractors shall provide all labor, transportation, materials, equipment, licenses, permits and fees necessary to provide emergency pump, haul, and disposal of untreated sewage waste from pump stations located within the City of Suffolk. The City currently has a total of 147 pump stations; station numbers and locations/addresses are listed on Attachment A.

Contractors responding to this Request for Proposal (RFP) shall possess a minimum of two (2) tanker trucks with a minimum capacity of 2,500 gallons per truck. In order to keep down mobilization costs for larger projects, use of trucks with a 4,000-gallon capacity is desirable for this contract.

The Contractor shall be available twenty-four (24) hours per day, to include weekends and holidays. A name and number shall be provided to the City as the 24-hour per day, seven (7) days a week, contact person for these services. The Contractor's employees shall present a neat appearance and be easily recognized while performing work on City property. This shall be accomplished by wearing appropriate identification badges or uniforms. All employees shall be properly trained to perform the activities required in this solicitation

The Contractor shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders and adjacent property from injury/damage. Contractor shall furnish and maintain insurance coverage and shall indemnify and hold harmless the City of Suffolk in substantial accordance with the attached insurance requirements.

Contractor shall keep the area clean of all rubbish and debris generated by the work involved and shall leave the area neat and clean.

All work shall be on an AS NEEDED BASIS in accordance with specifications and conditions herein. 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 weather condition or other emergency event.

The City reserves the right to add or delete locations for emergency pump and haul services as needed during the contract period.

All work must comply with Environmental Protection Agency (EPA), Virginia Department of Health (VDH) and Virginia Department of Environmental Quality (VDEQ) and any federal, state, and local regulations in effect.

The City will notify the applicable contractor when work is required and provide them with pump station location(s) requiring emergency services. The contractor shall respond to the City by arriving at the pump station site within one (1) hour after notification.

The Contractor shall make every effort possible to schedule services using the most cost effective means possible to accomplish the work. For larger projects, the Contractor should utilize the largest trucks possible to reduce mobilization costs and mileage/travel costs.

Once the project has been completed, the Contractor shall provide the City with a cost estimate/invoice. The cost estimate shall indicate time/date of services, the number of trucks used, firm hourly rates for each project/jobsite, mobilization fees, narrative describing work to be performed, disposal fees (if any), and any other pertinent information/costs related to the work.

B. Disposal

Contractor shall be responsible for accurately recording transport activity via shipping manifests. This information shall be made available to the City upon request.

Contractor shall dispose of liquids and waste materials at approved environmentally safe dumpsites. Disposal fees, including testing fees and permits required from the dumpsite, shall be paid by the Contractor and billed back to the City as part of the service cost without markup. Cost increases will be allowable on disposal fees only if supported by documentation.

Copies of disposal fee documentation must be attached to each invoice. Failure to provide the documentation will cause the charge to be disallowed.

Contractor shall ensure all waste pumped from City pump facilities is not stockpiled, stored, or dumped by any unlicensed and/or illegal land application method.

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. Electronic copies may be delivered to the Purchasing Office, 442 West Washington Street, Room 1086, Suffolk, Virginia prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. **ZIP files cannot be accepted;** they do not work in the City's system. To receive confirmation of receipt of proposal, send request to the contracting officer at cnorfleet@suffolkva.us. Do NOT send proposal directly to contracting officer.

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

Offerors so selected will be allowed to make a formal presentation of their qualifications and job approach, and may be selected for final negotiations of contract. Therefore, care should be given to address the issues relating to the criteria to follow.

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

B. Questions and Inquiries

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

Cindy Norfleet, Senior Buyer, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. All questions and/or comments should be directed to her attention. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the offeror from the procurement.

C. Addendum and Supplement to Request

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

D. Firm Pricing for City Acceptance

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

E. Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as

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

F. Authority to Bind Firm in Contract

Proposals must give full firm name and address of offeror. Failure to sign proposal may disqualify it. Person signing proposal should show title or authority to bind his firm in a contract. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

G. Preparation and Submission of Proposals

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

H. Miscellaneous Requirements

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

7.0 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 product/services. Offerors are required to submit the following items in the format provided as a complete proposal.

Since proposals from a number of suppliers are anticipated, and the City cannot be expected to be familiar with all various technical details of the Offeror's products, the only adequate method of evaluation will be to compare in the following format. Offerors are cautioned that failure to submit proposals in the format specified herein may be grounds to reject the Offeror's proposal and remove the proposal from further consideration.

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

A. Signature Sheet and Cover Letter

The offeror shall complete and submit the signed Cover Sheet (Page 1) and Signature Sheet (Page 25) and submit them with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and Signature Sheet, as well. The letter should stipulate that the proposal price(s) will be valid for a period of at least 120 days. Indicate the address and telephone number of the Contractor's office.

B. General Information

- a. The offeror shall provide a brief introduction of the company, including size, organization, number of years in business, capabilities, and appropriate contact person for the organization.
- b. Provide the name of your Company's contact person who will be "on call" for the City's needs. Provide a 24-hour per day phone number. Provide any certifications/licenses required for this person to perform the required services.
- c. Demonstrate you company's ability to respond to the City's emergency call within one hour's notice.
- d. Provide a list of equipment available for this contract. Include the number of trucks, along with tank capacities (gallons), and any other pertinent equipment that will be used to perform the work.
- e. Provide the name and location of the intended Disposal Site. Provide any contractor numbers that may be associated with this site.

C. References

Provide a minimum of three (3) references for whom you have provided similar services. References should include name, address, telephone number, and description of work performed.

D. Pricing

Provide a "PRICING SHEET" indicating all costs associated with pumping, hauling, and disposal services described herein: Include, as a minimum, the following information:

- Mobilization fee per truck. Will tank capacity affect mobilization fees?
- Price per hour for pumping services
- Provide a list of anticipated disposal fees with HRSD or other legal site(s)
- Will prices increase for after hours, weekend, or holiday work? If so, please provide separate pricing for each.
- Does the Contractor set a minimum charge/minimum hours for work to be performed? Please indicate this on your PRICING SHEET.

E. Overall Quality and Completeness of the Submitted Proposal

In addition to experience, knowledge, and capabilities of the offeror, proposals will be reviewed and evaluated for:

- Completeness
- Attention to detail
- Clarity
- Organization
- Appearance

8.0 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. Offeror's experience and capabilities for providing similar services based on references and years working in this type of industry.
- B. Ability to provide the required services. This will include the quantity and size of equipment available to the City, as well as the demonstrated ability to respond to an emergency situation with the appropriate equipment and manpower in the quickest timeframe.
- C. Price. (This will include the Offeror's demonstrated capability to provide cost effective solutions regarding the work to be performed.)
- D. Overall quality and completeness of proposal

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

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

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

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

9.0 CONDITIONS AND INSTRUCTIONS (Revised 1/16/14)

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.
3. **Late Proposals:** Proposals, if received by Purchasing after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is received by Purchasing as specified. There will be no exceptions. Electronic proposals show the date and time sent. This must be prior to the closing date published on the front cover.
4. **City Hall Closure:** Should the City's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the City, at the original scheduled hour, or as soon as connectivity is restored during normal business hours.

5. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the offeror and the City, which shall bind the offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and the City on its part to order from such offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
6. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
7. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website: <http://apps.suffolkva.us/bids/>

It is the offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the proposal form in the appropriate spaces.
8. **Award:** Award will be made to the offeror(s) considered by the City's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Professional Services as outlined in the Virginia Public Procurement Act.
9. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the electronic bulletin board located outside of the Purchasing Division and on the City's web site: <http://apps.suffolkva.us/bids/>
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-Consultant s or sub consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
17. **Indemnification:** Bidder/Offeror shall defend and indemnify the City, and the City's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Bidder/Offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Bidder/Offeror. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Bidder/Offeror or any of the Bidder/Offeror's officers, shareholders, employees, agents, consultants, subconsultants, or any other person or entity acting on behalf of the Bidder/Offeror. Unless otherwise provided by law, the Bidder/Offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor (Consultant) under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
18. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

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

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
26. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each 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 an offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that offeror. Contractual documents submitted by the successful firm after an award will not be accepted.

36. **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, 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 e-mail 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 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 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 Proposer's financial statement, experience and/or plant and equipment.
- Consultant does not meet project-specific requirements, as identified in the Contract Documents

50. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.
51. **Contract Quantities:** The quantities specified in the Request for Proposals are estimates only unless otherwise clearly noted, and are given for the information of offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the Consultant of his obligation to fill all orders placed by the City, except as clearly noted.
52. **Competition Intended:** It is the City's intent that the Request for Proposals (RFP) permits competition. It shall be the offeror's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contract Officer prior to the date set for proposals to close.
53. **Insurance:** The successful bidder shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and 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 extend reporting period for two (2) years after expiration 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
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

b. Automobile Liability

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

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 declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. 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 coverages 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 with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. 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.
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 or self-insured-pool, approval must be received from City's Risk Manager.

All coverages 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. **Ethics in Procurement**

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

SIGNATURE SHEET

RFP #18020-CN

(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: _____

E-mail Address: _____

Signature: _____

**PROPRIETARY/CONFIDENTIAL INFORMATION
IDENTIFICATION**

RFP #18020-CN

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 #18020-CN

Name of Firm/Offeror: _____

Unless stated in this portion of the proposal, all offerors will be considered to have accepted all the terms of the Request for Proposal (RFP), including requirements or those using the word shall, must, or required, and any amendments as issued, without exception.

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

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

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

NONDISCRIMINATION CLAUSE:

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

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

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

Attachment A

LOCATION
001 - Pughsville Road - 3901A Pughsville Road
002 - Riverview #1 - 525 West Riverview Drive
003 - Riverview #2 - 806A East Riverview Drive
004 - Boston - 940 Lincoln Avenue
005 - Kingsboro - 500 Highland Avenue
006 - Forest Hills - 631 Dogwood Lane
007 - Graystone Reserves - 3034 Ravine Gap Dr.
008 - Harbour Breeze - 3815 Breezeport Way
009 - Kempton Park - 5073 Kelso Street
010 - Lake Kennedy #1 - 1121 Blythewood Lane
011 - Lake Kennedy #2 - 1310 1/2 Sierra Drive
012 - N Main St #2 - 1807 N Main St at old Obici
012 - Replacement
013 - Pruden Blvd - 2509 Pruden Blvd at Lake Meade
014 - Wilroy Industrial Park - 1488 Progress Road
015 - Pine Valley Point - 1106 Pine Valley Drive
016 - Belleville Meadows - 4359 Crowdy Boulevard
017 - Kilby Shores - 1404 1/2 Planters Drive
018 - Harbour View W Village #2 - 5218 River Club
019 - Arbor Meadows - 6082 Knotts Creek Lane
020 - Wynnewood - 6007 Brookwood Drive
021 - Collander / Bishop Meadows - 925 Brook Ave
022 - Philadelphia - 401 Tradd Street
023 - Barrett Acres #1 - 133 Manning Road
024 - Oak Ridge - 1669 Faulk Road
025 - Burnetts Mill #1 - 257 Burnetts Way
026 - Burnetts Mill #2 - 100 Eagle Point Crescent
027 - Pierce Park - 2710A Smalls Terrace
028 - Kings Fork Middle School - 352 Kings Fork Rd
029 - Godwin Commerce Park - 2904 Godwin Boulevard
030 - Heritage Acres - 1015 Nansemond Parkway
031 - Wilory Road - 2273 Wilroy Road (AT CIBA)
032 - Riverpoint - 245 River Point Drive
033 - Oak Lake - 1012 English Oak Drive
034 - Tidewater Regional Jail - 504 Hannah Hunt Bl
035 - Dogwood Estates - 509 Kilby Shores Drive
036 - Beamons Mill - 1300 Nansemond Parkway
037 - Berkshire Meadows - 100 Berkshire Boulevard

038 - Mt Zion Elementary School - 3284 Pruden Blvd
039 - Lake Prince Center - 2026 Howell Boulevard
040 - Hillpoint Farms #1 - 595 Hillpoint Road
041 - Hillpoint Farms #2 - 1062 Hillpoint Road
042 - U & U Business Park - 221 Prospect Road
043 - Northgate Industrial Park - 1989 Northgate
044 - Kilby Shores West - 101A Royal Oak Court
045 - Sadler Pond Apart - 2504 Sandy Springs Ln
046 - Wilroy Acres - 1221 Kansas Street
047 - Sadler Heights - 315 Shore Drive
048 - Constance Wharf - 120 East Constance Road
049 - Creek View - 301 Turnstone Road
050 - Nansemond Gardens #1 - 444 Williams Road
051 - Nansemond Gardens #2 - 1354 River Road
052 - Elephants Fork - 2385 Godwin Boulevard
053 - Armistead Forest - 6745 Hampton Roads Pkwy
054 - Huntersville #1 - 6212 Skeet Road
055 - Hollywood/ Jericho - 318 Hollywood Avenue
056 - Pughsville #1 - 4424 Queen Street
057 - Forest Glen Terrace - 165 Robin Lane
058 - Riverfront - 4595 Harbour Pointe Drive
059 - Nansemond Shores - 2720 Country Club Drive
060 - Chatham Woods - 4411 Kendal Way
061 - River Creek - 1554 River Creek Crescent
062 - Lakeland High School - 242 Kenyon Road
063 - North Main Street #1 - 713 North Main Street
064 - East Suffolk Gardens - 1235A Truman Road
066 - Springfield - 111 Winterview Drive
067 - Cedar Lake Shores - 2411 Pine Tree Way
068 - Driver Pointe - 3131 Caroline Crescent
069 - Moore's Point - 3001 Dabney Lane
070 - Suffolk Commons Shopping - 1180 N Main St
071 - Cove Point #1 - 112 Cove Point Drive
072 - Cove Point #2 - 109 Lakefront Drive
073 - Huntersville #2 - 6226 Townpoint Road
074 - Riverside Estates - 5049 Riverfront Drive
075 - Lakeview Industrial Park - 6260 College Dr
076 - North Jericho - 1321 Bethlehem Street
077 - Barrett Acres - 101 Lakewood Drive
078 - Cedar Point #1 - 2010 Fairway Drive
079 - Cedar Point #2 - 2019 Heron Court

080 - Bennetts Harbour - 5124 Warrington Drive
081 - Suffolk Exec Airport - 1601 Meadow Country R
082 - Pitchkettle Farms - 1537 Pitchkettle Road
083 - Centerbrooke Village - 1028 Centerbrooke Ln
084 - Saddlebrook - 2043 Indian Point Road
085 - Kings Fork Farm - 2082 Queens Point Drive
086 - Woodlands of Nansemond - 203 Berry Ridge Ln
087 - Mansfield Farm - 224 Bridewater Court
088 - Bob White Landing - 337 Bob White Parkway
089 - Quaker Neck - 122 Green Spring Drive
091 - Benton Road - 203 Benton Rd
093 - Belleharbour - 4031 Levi Solomon Way
094 - Bridgeway Commerce #2 - 6868 Harbour View
095 - Governors Pointe - 1928 Governors Pointe Dr
096 - Mill Creek Close - 1606 West Falcon Street
097 - Crittenden/Eclipse #1 - 8888 Eclipse Drive
098 - Crittenden/Eclipse #2 - 9250 Eclipse Drive
099 - Crittenden/Eclipse #3 - 9340 Vine Avenue
100 - Applewood - 118A Dutchland Trail
101 - Lake Meade Point - 2053 Sweetwood Drive
103 - Hampton Roads Crossing - 1019 University Bl
105 - Burbage Lake Village - 6756 Burbage Lake Cir
106 - Pughsville #2 - 4519 Ellington Avenue
107 - Forest Glen Middle - 150 Forest Glen Dr
108 - Dayle Acres - 4200 Helen Street
109 - Lake Speight - 500 Turlington Rd
110 - Harbour View E Village #1 - 6488 Respass Bea
111 - Woodlake - 2195 Nansemond Parkway
112 - Nansemond Crossing - 1500 Raven Street
113 - Eastover - 992 Laurel Drive
114 - Driver Station - 4347 Driver Lane
115 - Bridgeway Commerce P #1 - 6960 Bridgeway
116 - Harbour View W Village #1 - 5151 River Club
117 - Hargrove Tavern - 4102 Hargrove Trace
118 - Bennetts Creek Quarter- 5543 Shoulders Hill
119 - Highland Green - 2775 Bennetts Creek Park Rd
120 - Westhaven Lakes #1 - 985 Pitchkettle Road
121 - Westhaven Lakes #2 - 1204A West Point Drive
122 - Westhaven Lakes #3 - 910 Craig Drive
123 - Olde Mill Creek - 1530 Olde Mill Creek Drive
124 - Nansemond Parkway - 3585 Nansemond Parkway

125 - Harbour View E Village #2 - 6703 Respass Bea
126 - Reids Crossing - 1902 Kyle Court
127 - Nansemond River Estates #1 - 3319 Nansemond
128 - N Village at Riverfront - 3120 Summerhouse D
129 - Brewers Meadow - 4103 Heath Drive
130 - Bayberry Cove - 310A Loblolly Court
130A - Retired pump station
131 - Riverwood - 217 Water Pointe Way
132 - Steeplechase - 6015 Steeplechase Lane
133 - Milteer Acres - 3615A Bridge Road
134 - Harbour View S Village - 5021 S Links Cir
135 - Suburban Woods - 1123 Pin Oak Drive
136 - Holland Heights - 1090 Holland Road
137 - Palmyra #1 - 1315 Beechwood Avenue
138 - Palmyra #2 - 220 Murphys Mill Road
139 - Herons Point - 1133 White Herons Lane
141 - Turlington Park Phase 2 - 636 Bentley Dr
142 - Nansemond Point - 107 Pelican Reach
143 - Food Lion - 3221 Bridge Road
144 - Nansemond River Estates #2 - 4225 Capps Creek
146 - Dumville Ln - 216 Dumville Ln
146B - Constance Rd - 198 W Constance Rd
148 - VA Regional Commerce Park- 5400 VA Regional
149 - Route 17 Office Park- 3345B Bridge Road
150 - Northgate Commons - 998 Bowen Parkway
151 - Burbage Drive Extended - 7560 Burbage Drive
153 - Patriots Walke - 300 Patriots Walke Drive
155 - Foxfield Meadow - 442 Terrywood Drive
158 - Sleepyhole Golf Course - 4696 Sleepy Hole Rd
159 - Wilroy Industrial Park - 1488 Progress Road
161 - Maple Hills Forest Glen - 140 Raleigh Dr.
162 - 651 Turlington Rd
164 - G Robert House Jr WTP - 100 Bob House Pkwy