



Request for Proposal

City of Suffolk

RFP #19037-CN

September 26, 2018

Purchasing Division

442 West Washington Street, Room 1086

Suffolk, VA 23434-5237

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

<http://www.suffolkva.us/739/Purchasing-Division>

FIREWORKS DISPLAYS

No bids were received for City of Suffolk's RFP 19021-CN for Fireworks Displays. The RFP is hereby re-issued as RFP 19037-CN. 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. Bid documents can be downloaded from the City Purchasing Division's Bid Board website <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 firms to provide annual fireworks displays for the City's Fourth of July celebrations at Constant's Wharf Park and Marina.

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.

Proposals are Due: 3:00 p.m., October 11, 2018

Contract Officer:


Cindy L. Norfleet, CRPB, 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 Proposal, and subject to all the conditions thereof, the Offeror, if the offer is accepted within one hundred and twenty (120) calendar days from the due date of the proposals, shall 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 individual certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposal, and is authorized to contract on behalf of firm named in this proposal.

SOLICITATION DOCUMENTS

Additional Request for Proposal (RFP) documents are available on the Purchasing website: <http://apps.suffolkva.us/bids/> or on the Commonwealth's bid board <https://eva.virginia.gov/> 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

Questions concerning this project must be in writing 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 should be submitted by e-mail attachment to proposals@suffolkva.us with the RFP number and title in the subject line. Electronic copies (CD or thumb drive) may be delivered to the Purchasing Office, 442 West Washington Street, Room 1086, Suffolk, Virginia prior to the closure date/time shown, in lieu of electronic submission. 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

Fireworks Displays

SECTION/TITLE

1.0	Purpose	4
2.0	Background	4
3.0	Competition Intended	4
4.0	Term of Contract.....	4
5.0	Scope of Services.....	5
6.0	Instructions for Submitting Proposals	8
7.0	Specific Proposal Requirements.....	10
8.0	Evaluation and Award Criteria	12
9.0	Conditions and Instructions for RFP	13
	Proprietary/Confidential Information Identification.....	27
	Exceptions to RFP.....	28
	Anticollusion/Nondiscrimination/Drug Free Workplace Clauses	29
	Proof of Authority to Transact Business in Virginia.....	30

1.0 PURPOSE

The intent and purpose of this Request for Proposal is to obtain firm fixed pricing from qualified, licensed offerors having at least five (5) years of experience providing fireworks to create/produce the annual Fourth of July displays for the City's Department of Parks and Recreation.

As an option, other City departments may utilize the contract for similar displays during the contract period at a time and location acceptable to both parties. Pricing for each display, other than Fourth of July events, will be negotiated based on pricing submitted in the offeror's proposal.

2.0 BACKGROUND

The City's Parks and Recreation Department has been hosting fireworks displays for approximately twenty-eight (28) years at various locations with the majority held at the Constant's Wharf and Marina location. Each year, approximately four to five thousand people attend this event.

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

4.0 TERM OF CONTRACT

The first display is scheduled for July 4, 2019. Previous displays have been held at the Constant's Wharf Park and Marina site, 100 E. Constance Road, Suffolk, Virginia, but this is subject to change to another location within Suffolk city limits. Fireworks maybe fired from a nearby barge for the 2019 Fourth of July Celebration if held at Constant's Wharf.

The City anticipates awarding a contract for the July 2019 display, to include two (2) additional renewal options for the July 2020 and July 2021 events.

The contract shall cover the period beginning upon receipt of signed Contract and continuing through July 4, 2019 (or the date of the 2019 Fourth of July display if re-scheduled.) This contract may be renewed based on the terms and conditions herein at the expiration of its term at the sole option of the City. The contract will automatically renew, at the option of the City, for two (2) additional one-year periods through July 4, 2021 (or the date of the Fourth of July display if re-scheduled). The right is further reserved by the City to not renew the resulting contract at the expiration of the anniversary date by furnishing the offeror with thirty (30) days written notice.

5.0 SCOPE OF SERVICES

All proposals must be made based on the criteria established herein; displays must meet or exceed these requirements. All offerors must be able to provide the following:

A. General

The fireworks display shall be held each Fourth of July at a site approved by both the City and the Offeror commencing at 9 p.m., or at another agreed upon time, with a continuous display lasting fifteen (15) minutes as a minimum. The Offeror shall be required to provide a quality, display design using a wide variety of top quality shells and special effects.

Display/program should include, as a minimum requirement, the following fireworks:

OPENING:	40 Each	3-Inch Shells
	2 Each	4-Inch Shells
	2 Each	5-Inch Shells
	1 Each	6-Inch Shell

BODY:	70 Each	3-Inch Shells
	80 Each	4-Inch Shells
	46 Each	5-Inch Shells
	24 Each	6-Inch Shells
	4 Each	8-Inch Shells

GRAND FINALE:

	300 Each	3-Inch Shells
	2 Each	5-Inch Shells
	1 Each	6-Inch Shells

Above description conveys the size, quantity, and quality of materials desired for this display. The Offeror is encouraged to provide his/her own unique Fourth of July program as long as quality and quantity of materials are equal to that listed above. Submit a copy of your proposed program with the proposal to include a list of materials, sequence of events, and approximate time requirements.

The Offeror shall package all special effects shells, lingering effects shells, and multi-break shells together. Each shell shall be specifically labeled for easy review and identification by City representatives. The Offeror may not substitute shells for those listed in their proposal without prior written approval of the City.

The display will be fired at least 1,000 feet from any spectator area. The firing time shall be approximately 9 p.m., dependent upon darkness and weather conditions.

B. Equipment

The Offeror shall provide necessary safety equipment, and all tools and materials, including, but not limited to, mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display.

Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.

Products and services not specifically mentioned in this Request for Proposal, but which are necessary to provide the functional capabilities described by the offeror, shall be included in this requirement.

C. Condition of Firing Site

The Offeror shall be responsible for removing all firing materials, debris, packing materials, etc., and filling all holes utilized for firing of the displays. All holes left unattended as a result of a postponement of the display shall be marked with safety ribbon or cones.

Removal of all materials shall be completed within three (3) hours after the firing of the display. The Offeror shall walk the fallout zone of the fireworks site at the end of the show and shall be responsible for the removal of any unexploded shells and to assist in the cleanup of debris.

The Offeror shall provide ground protection to minimize damage to the area caused by the firing shells.

D. Set Up and Discharge

The Offeror shall be responsible for completely supervising and directing the setup and discharge of the fireworks displays using his best skills and attention.

The Offeror shall ensure the security of the fireworks and firing materials at all times.

All unfired fireworks shall be covered or protected during firing. Any shell not properly fired shall be disposed of in a safe manner approved by the City's fire official.

E. Inclement Weather/Postponement of Display

In the event of inclement weather on July 4th, the show may be postponed until the following day (July 5th) or on another date selected and approved by both the City and the Offeror.

The decision to postpone the fireworks display due to inclement weather shall be made by the Director of the Department of Parks and Recreation, or her designated personnel.

F. Permits and Licensing

The Offeror shall be responsible for obtaining all licenses and permits as required by City, State, and Federal government.

The Offeror shall be responsible for applying and obtaining a permit for the display from the City's Manager's Office not less than thirty (30) days prior to the event. Such application shall include the following information:

- 1) Name and address of applicant
- 2) Date, time, and location of display
- 3) The name of the person who will operate the actual display, to include a valid pyrotechnician certification issued from the Virginia State Fire Marshal's Office.
- 4) A surety bond may be required if the applicant fails to satisfy the City of its financial ability to satisfy possible claims.

G. Personnel

The Chief Pyrotechnician in charge of firing the display shall be at least twenty-six (26) years of age with a minimum of five (5) years' experience performing similar displays and shall have fired a minimum of six (6) displays in the past eighteen (18) months. This position is considered key personnel.

The Offeror may not change the Chief Pyrotechnician after award without prior approval of the City. If personnel changes need to be made, the Offeror shall submit the resume of the proposed personnel for City approval.

All other assistants shall be at least eighteen (18) years of age.

A minimum staff of two (2) people shall be provided for each display.

H. Miscellaneous

Prior to providing any fireworks display, the Offeror shall be required to make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions.

The fireworks displays shall be conducted in accordance with the National Fire Protection Association Standard 1123 Public Display of Fireworks; the City of Suffolk's City Code Section 38, Article 5; the Virginia Statewide Fire Prevention Code, latest edition; and the International Fire Code, 2012 edition, or latest edition.

I. Responsibility of the City of Suffolk

The City shall accept neither responsibility nor liability in connection with the storage of fireworks and/or firing materials.

The City will provide personnel at the fireworks site for crowd control and site security. The City will provide adequate security personnel/protection to preclude all individuals other than those authorized by the Offeror from entering the security area. Prior to, during, and immediately following the display, the City will furnish and set up restraining lines for keeping all persons out of the danger area and behind the safety zone lines pursuant to the instructions supplied by the Offeror and in compliance with all rules, orders, and regulations of the National Fire Protection Association.

Spectator viewing, parking, dwellings, and fallout area shall be in compliance with the National Fire Protection Agency (NFPA) 1123 code for the Outdoor Display of Fireworks, as amended.

A representative from the Suffolk Fire Department's Fire Marshal's Office will conduct an inspection and inventory of the fireworks shells prior to the display. A representative from the Fire Marshal's office will check that the proper licensing and certifications have been obtained.

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 Proposal 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) business days prior to opening date.

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

C. Addendum and Supplement to Request

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

D. Firm Pricing for City Acceptance

Offers made during negotiation must be honored for City acceptance for one hundred twenty (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 their 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 execution by the firm are to be returned with the proposal.

3. Proposals are to be submitted electronically; subject line shall indicate the RFP number and title of the proposal.
4. It is the Offeror's responsibility that the proposal are received by the Purchasing Division BEFORE the hour specified on the due 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 due 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

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

Proposal documentation shall facilitate compliance with competitive sealed proposals in accordance with the Virginia Public Procurement Act.

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal:

A. Signature Sheet and Cover Letter

The Offeror shall complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Offeror must sign the letter and Signature Sheet. Indicate the address and telephone number of the Offeror's office.

B. Credentials and Experience

1. Provide a brief summary of the history of your company, including number of years of experience.
2. List three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number and email address.
3. Provide the resume of the Chief Pyrotechnician to be assigned to the display(s). Provide proof that this person is certified in Virginia by including the Pyrotechnician Certification issued by the State Fire Marshal's Office with your proposal.
4. Provide information pertaining to the staffing for each display/event, to include number of employees present, work experience, and the role of each in the presentation.

C. Presentation/Display Plan

1. Submit a narrative description for the proposed fireworks display, which includes the order in which shells are to be fired, as well as the size and types to be used.
2. Narrative shall include three (3) different show levels, starting with a basic presentation, followed by an upgraded presentation, and culminating with a more advanced display, increasing the number and/or type of shells fired for each level. Each level of display described shall be for a fifteen (15) minute presentation.
3. Include a separate price for each level of display. Price provided shall include a lump sum price or percentage of increase for each July 4th production through 2021.
4. Supply a breakdown of all shells to be used by size and description, as well as a price per shell.
5. Provide a plan/explanation showing how display/materials, etc. will be protected from inclement weather prior to and during the performance.
6. Provide a sample video of comparable fireworks displays your organization has provided in the last two (2) years. This may be included via a CD, flash drive, or video link (i.e. YouTube, Facebook, or other social media).

D. Cost of Services

1. Provide an overall price/lump sum total per show for each of the three (3) levels described in your proposal. Include any escalation in price for the 2020 and 2021 productions/displays.
2. Provide a breakdown of price per shell.

3. Does the offeror have any rescheduling or cancellation fees? Please provide copies of your organization's policies on these items.

E. Format

Proposal should be submitted in the following format:

- Cover Page, signed (Page 1)
- Signature Sheet (Page 26) and Cover Letter (A)
- Proposal sequenced in accordance with Paragraphs B-C above
- Pricing (Paragraph D)
- Forms as follows: (All forms must be signed.)
 - *Propriety/Confidential Information Identification (Page 27)*
 - *Exceptions to RFP (Page 28)*
 - *Anticollusion/Nondiscrimination/Drug Free Workplace Clauses (Pg. 29)*
 - *Proof of Authority to Transact Business in Virginia (Page 30)*

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 rated 1 to 50 with 1 being poorest and 50 being the best. Weights to each rating will be applied as indicated below:

- Credentials and related experience of organization and personnel assigned to the project (Weight: 3.0)
- Appropriateness and suitability of presentation/display plan(s) for the intended purpose (Weight: 4.0)
- Cost of Services (Weight: 2.0)
- Completeness of proposal (Weight: 1.0)

Once each member of the Evaluation Committee has independently read and rated each proposal and completed an EVALUATION MATRIX for each offeror, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposal in a descending order. The preliminary rating will be used to select the firms for further consideration—the short-list. At this point, the Evaluation Committee will conduct interviews and/or discussions with the top ranked firms (usually the top three (3) to five (5) depending upon the number of proposals received).

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

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

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

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

9.0 CONDITIONS AND INSTRUCTIONS FOR RFP (*Revised 8/15/18*)

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, thumb drive, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: proposals@suffolkva.us. The City's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: proposals@suffolkva.us. The subject line should show the proposal number and title.
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 should be indicated in the proposal.
8. **Award:** Award will be made to the offer considered by the City's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Professional Services as outlined in the Virginia Public Procurement Act.
9. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the electronic bulletin board located outside of the Purchasing Division and on the City's web site: <http://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, subcontractors, 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 Offeror 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 Offeror 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 Offeror is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
19. **Laws, Regulations:** The Offeror 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 Offeror shall at all times observe and comply with all such laws, ordinances and regulations.
20. **Alien employment:** The Offeror 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 Offeror, the City reserves the right to procure the goods and/or services from other sources, and hold the Offeror liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the offeror 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).

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

1. During the performance of this contract, the Offeror agrees as follows:
 - a. The Offeror 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror 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 Offeror 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 Offeror agrees to (1) provide a drug-free workplace for the Offeror'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:** Any contract resultant of this solicitation shall be made, entered into, and 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 the contract, 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 Offeror shall not cause a delay in services because of pending litigation 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 the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected thereby, and each provision of the 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 the 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 Offeror by certified mail/return receipt requested at the address set forth in Offeror's Proposal or as provided in this contract. In the event of such termination, Offeror 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, Offeror shall withdraw its personnel and equipment, cease performance of any further work under the 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 Offeror shall for any reason or through any cause be in default of the terms of this Contract, the City may give Offeror written notice of such default by certified mail/return receipt requested at the address set forth in Offeror's Proposal/ or as provided in this Contract.

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

Upon termination, Offeror 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, the 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. **Offeror Failure to Perform:** Failure of the Offeror 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 Offeror for a period of up to three (3) years. Termination and /or debarment of the Offeror 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 Offeror 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 Offeror'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 Offeror 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 Offeror 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 Offeror'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 Offeror, or the waiver by the City of any provision under this contract including any obligation of the Offeror, 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 Offeror, 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:** Any 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:** Offeror 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 Offeror on the same project.
42. **Responsibility of Offeror:** The Offeror 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 Offeror shall remain liable to the City for all costs which are incurred by the City as a result of the Offeror's negligent performance of any of the services furnished under this Agreement.
43. **Changes and Additions:** It shall be the responsibility of the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offerors 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 Offerors 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. **Offeror's Form:** In cases where the City may accept the Offeror's form agreement, and whereas certain standard clauses that may appear in the Offeror '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 Offeror's form contract, the City's contract addendum shall prevail over the terms of the Offeror's agreement in the event of a conflict.
49. **Offeror's Qualifications:** Only proposals from established Offeror s for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify 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.
 - Offeror 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 Offeror 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.

Minimum Limits

\$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.

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

d. **Umbrella/Excess Liability**

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

e. Coverage Provisions

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

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

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

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

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

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

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 Offeror 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 Offeror 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 the contract, interest shall accrue at the rate of one percent per month.

The Offeror 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 Offeror'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 Offeror 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 Offeror shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Offeror's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Offeror under the resulting contract shall be the property of City or Suffolk; however, the Offeror may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Offeror 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 Offeror is not the firm of record.

57. **Contractual Disputes:** The Offeror 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 Offeror within thirty (30) days of receipt of the claim.

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

58. **Responsibility for Making Corrections:** The Offeror 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, or payment of any of the services required under the contract shall not be deemed a waiver of rights by the City as a result of the Offeror's negligent performance of any of the services furnished under the contract.

59. **Ethics in Procurement**

Bidders, offerors, offerors or consultants must provide written disclosure with their bid or proposal if one of its 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 19037-CN

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

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

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

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

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____ Telephone No. _____ Fax No. _____

Name (type/print): _____ Title: _____

Signature: _____

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

RFP #19037-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 #19037-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 OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE OFFEROR'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 OFFEROR'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 OFFEROR THAT THE OFFEROR 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 SUBOFFEROR 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 OFFEROR 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 SUBOFFEROR 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