



# CITY OF SUFFOLK

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, T: (757) 514-7520; FAX (757) 514-7524

## Request for Proposal

City of Suffolk

RFP #19103-JS

May 21, 2019

### Purchasing Division

442 W. Washington Street, Room 1086

Suffolk, VA 23434-5237

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

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

## Voluntary Benefits

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

**SCOPE OF WORK** – The City of Suffolk (City), has issued this sealed Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from a responsible company to provide voluntary benefits for City employees.

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

**Proposals are due: 3:00 p.m., June 18, 2019**

**Contract Officer:**

  
Jay Smigielski, CPPO, Purchasing Agent, [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us)

Firm Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

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

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

### **SOLICITATION DOCUMENTS**

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

Offers may be sent to [proposals@suffolkva.us](mailto:proposals@suffolkva.us). Electronic copies may be delivered to the Purchasing Office, 442 W. Washington Street, Room 1086, Suffolk, Virginia, 23434 prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. **Do not send Zip files. Zip files cannot be accepted.**

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

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.**

# Voluntary Benefits

## RFP 19103-JS

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## 1.0 PURPOSE

The City of Suffolk (City), has issued this sealed Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from a responsible company to provide group voluntary benefits and administration for our employees.

The City of Suffolk's primary objectives for the voluntary benefits program are to:

- Provide up-to-date plan designs with value added services at no additional cost
- Provide enhanced underwriting options
- Provide eligible employees and their eligible dependents with competitively priced products
- Provide ease of administration for the City of Suffolk Human Resources and Benefits Staff
- Minimize billing issues

It is the intent of the RFP to limit Offerors to only those plan designs or programs specified. No other proposed benefits will be evaluated. Do not include medical, dental, vision or pharmacy plans in your proposal.

## 2.0 BACKGROUND

This is a consolidated RFP for benefits currently offered to the employees of the City of Suffolk on a voluntary basis through payroll deduction. This RFP includes the following lines of coverage:

- A. Short Term Disability – Voluntary currently offered through AFLAC
- B. Accident and Critical Illness Insurance – Voluntary currently offered through Allstate

Carriers and providers are requested to submit proposals for coverage as noted in the Scope of Services (Coverage outline attached). Wellness and any value added rider benefits (if any) are to be included in the proposals. Additionally, carriers are encouraged to provide other options the carrier believes might benefit to the City's employees, such as student loan programs. The City reserves the right to unbundle any specific product.

Offerors responding to this request must be responsible providers of health care services, licensed to conduct business in the Commonwealth of Virginia, who regularly and practically engage in the delivery of these services.

The city deducts payroll deductions on the 15th and last day of the month for the current month and the provider is paid during the first half of the following month.

Payroll deductions will be discontinued effective December 31, 2019 for any current carrier who is not selected through this competitive proposal process. However, all employees with existing policies will be able to continue through direct payment to the carrier for those current policies. Enclosed with this proposal is an Excel file that provides a listing of the current active enrolled population for each line of coverage and their level of coverage.

### **3.0 COMPETITION INTENDED**

It is the City's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) business days prior to the date set for acceptance of proposals.

### **4.0 TERM OF CONTRACT**

The initial term of this contract shall be for two (2) years effective from the date of the agreement with coverage to begin on January 1, 2020, with coverage to end on December 31, 2021. The City reserves the exclusive right to renew the contract for an additional three (3) successive one year periods ending December 31, 2024, contingent upon rate adjustment and satisfactory performance of contract terms.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of 12 months. Rate increases shall be justified in writing and must be approved by the City. The City does not guarantee approve of any rate increase.

### **5.0 SCOPE OF SERVICES**

The Scope of Services are intended to establish minimum services and specific conditions the Offeror should meet in order to fulfill City of Suffolk's objectives. The Offeror must outline in writing how these minimum services and specific conditions will be met.

1. The City of Suffolk seeks a provider who can sufficiently mirror current plan designs and provide best and final pricing.
2. The City of Suffolk is interested in reviewing proposals that mirror the current plan designs under a "group policy" model versus an individual model.
3. The City of Suffolk is also interested in reviewing proposals for a group Voluntary Short Term Disability option with a Base Plan and a Buy-Up Option. Both should integrate with Virginia Retirement System (VRS) disability and ensure employees do not receive more than 100% of their salary while on Short Term Disability.
4. All offerors should assume full-replacement of each of the current plans offered.
5. All offerors benefit policies shall include language that allows employees and their dependents to continue voluntary worksite coverage at the same rate after they leave employment by paying the carrier directly.
6. The selected provider will need to provide high quality, efficient program administration and services, including, but not limited to:

- a. Maintaining central claims and membership files (including the identification number or other identifying number, dates of coverage, type of coverage, etc.) for each covered member.
  - b. Maintaining payment records.
  - c. Having the capability of wire transfer of funds, paying members directly, providing state-of-the-art data tracking and claims payment services.
  - d. Maintaining separate accounts or sub-groups as required by the City of Suffolk.
    - Provide accurate payroll deduction data to the City of Suffolk on a timely basis. Be responsible for all reconciliation of premium/payroll records.
    - Prepare and send bills to The City of Suffolk monthly for their respective employees and eligible dependents. The City of Suffolk deducts payroll deductions the same month as as due, thus payments to provider will be made during the month as billed and not in advance.
  - e. Provide the option of online services for eligibility, billing, enrollment, and member services.
  - f. Allow the City of Suffolk to pay monthly premiums and other expenses as reflected in the City's payroll records. The City may not pay as billed, may self-bill, or list bill at the City of Suffolk's choice. The City of Suffolk will audit bill eligibility records quarterly and allow the Offeror to audit records as necessary.
  - g. Demonstrate capability to communicate, enroll and administer voluntary worksite programs at no cost to The City of Suffolk.
  - h. Provide detailed data required by The City of Suffolk's Provider to support annual strategies and other reports upon request. The data required is a detailed extraction of eligibility, monthly enrollment, premium and claims by line of coverage.
7. Administrative Requirements:
- a. Provide an administrative procedure manual to The City of Suffolk to be used to administer the program, including necessary forms and instruction.
  - b. Meet with The City of Suffolk within ten (10) business days after the notice of award date to review the voluntary worksite benefits, account administration, present the proposed communication material, and to jointly establish a preliminary implementation plan, open enrollment program and schedule.
  - c. Furnish and deliver at no cost to each enrolled employee a certificate of coverage outlining and defining all covered services, limitations and exclusions, schedule of benefits, and other plan information requirements.

- d. Furnish sufficient copies of a detailed summary of benefits, limitations, and exclusions for each eligible employee during open enrollment periods
- e. Provide the City the insurance contracts, as well as any other contractual documents necessary to administer this coverage no later than fifteen (15) days after notice of award.
- f. Provide open enrollment materials in hard copy and PDF format for internet and intranet posting.
- g. Provide staff to participate in annual open enrollment meetings, monthly on-site orientation meetings for new employees as needed, and health / benefit fairs.
- h. Process paper and electronic eligibility and enrollments for The City of Suffolk.
- i. Provide employee on-line enrollment capability.
- j. Assist with periodic evaluation and paper bill reconciliation.
- k. Designate a local primary, dedicated customer service contact responsible for resolving problems, answering claims, eligibility and coverage questions and administrative or billing issues, and expediting services related to overall performance of the contract. Both the employer and employees should have a designated contact.
- l. Provide an organizational chart and list of contacts (with phone numbers, email addresses, departments, and titles) in relevant functional areas. Provide updates as changes occur.
- m. Provide a systematic procedure for appeal of claims.
- n. Resolve 90% of employee enrollment and billing discrepancies within one billing cycle.
- o. Provide an eligibility report and/or monthly bill in Excel format including the following fields: Social Security Number (or other system generated number), Coverage tier, First and Last Names, Plan Option, Effective Date, and Premium Amount.
- p. Provide a toll free customer service number, accessible beyond normal business hours (24 hour access preferred) for all services offered.
- q. The City of Suffolk requests that the Offeror's customer service representatives respond to questions and resolve claim issues/problems directly with members rather than referring the members back to The City of Suffolk.
- r. Provide specific cost and quality performance guarantees, which include financial

penalties for non-performance.

- s. The Offeror must agree that in the event of termination or expiration of the contract, all data and records shall be transferred to the new contractor within thirty (30) days of City of Suffolk's request. Such transfer should be accomplished electronically.
- t. Complete the requested questionnaire related to each voluntary program included in this Request for Proposal. Questionnaire is to be provided in response Tab III.
- u. In addition to items above, for disability carriers:
  - Provide coverage for non-occupational disabilities, including those caused by pregnancy.
  - Furnish to each enrolled employee a benefit booklet outlining and defining all covered services, limitations and exclusions, and schedule of benefits.
  - Provide a detailed renewal underwriting analysis each June 1 (or earlier if requested by the City) for the upcoming January 1 renewal.
  - Provide plan utilization data to City of Suffolk on a quarterly basis.
  - Provide W-2 statements when appropriate for short term disability (STD) claimants.
  - Provide a systematic procedure for appeal of claims.
- v. Agree to a contract for a two year term with three additional one-year renewals which can only be terminated by the successful Offeror for non-payment of premium with a minimum of 60 days written notice.

#### Adherence to Specifications

The City requires complete adherence with our specifications in the areas of benefits levels, plan provisions, and financial assumptions. Submit Page 30 of this RFP with a list of all deviations from these specifications. If no such listing is provided, the City will assume complete compliance with the terms of the program as described in these specifications and you will be required to fulfill the commitment to meeting this program's requirements should you be selected as the voluntary benefits provider.



## Plan Specifications

- A. Definition of eligibility as follows: If hired the 1<sup>ST</sup> – 15<sup>TH</sup> coverage starts the first of the following month. If hired the 16<sup>TH</sup> – 31<sup>ST</sup> coverage begins the first of the second month following hire.
- B. Regular full-time employees are eligible to participate in the plan on the first day of the month following date of hire or becoming benefit eligible. Full-time employees are those scheduled to work at least 40 hours per week.
- C. Current Dependent Age Limits: To the end of the year in which the dependent turns age 26.
- D. Current Employer Contributions: The City of Suffolk offers the voluntary worksite program as a voluntary program. Employees are required to pay 100% of the cost of their coverage. There is no employer contribution towards the cost of coverage or the administration.

## 6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### A. Submission of Proposals

An electronic document shall be submitted by e-mail attachment to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFP number, and title in the subject line. Offers may be sent to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) Electronic copies (CD or thumb drives) may be delivered to the Purchasing Office, 442 W. Washington Street, Room 1086, Suffolk, Virginia prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. **Zip files are not accepted.**

The intent of using electronic submissions is to reduce paper usage and provide economical approaches while permitting the offeror to demonstrate their skills, education, experience, pricing, and ingenuity that would qualify them to be selected for interview. Offerors may be selected to make a formal presentation of their qualifications and job approach, and may be selected for final negotiations of contract. Therefore, care should be given to address the issues relating to the criteria to follow.

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

### B. Questions and Inquiries

Questions and inquiries pertaining to the Request for Proposals will be accepted from any and all firms via e-mail. Inquires must provide RFP number and title.

Material questions will be answered by Addendum and will be posted on the City's website: <http://apps.suffolkva.us/bids/> provided that all questions are received five (5) business days prior to opening date.

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

C. Addendum and Supplement to Request

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

D. 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.

E. 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.

F. Preparation and Submission of Proposals

1. All proposals shall be signed by the individual or authorized principals of the firm.
2. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.

3. Proposals are to be submitted electronically; title shall indicate the RFP number and the title of the proposal.
4. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered.

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

A. Proposal Formant

The offeror shall complete and submit a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind Offeror must sign the letter and Signature Sheet, as well. Indicate the address and telephone number of the Provider's office.

Proposals should assembled in the following sequence:

Page one of RFP  
Cover letter  
Proposal as described in paragraphs B-F below  
Signature sheet (page 28)  
Proprietary/Confidential Identification Form (page 29)  
Exceptions to RFP (page 30)  
Anticollusion/Antidiscrimination form (page 31)  
Proof of Authority to Transact Business in Virginia (page 32)

B. Background and Project Summary

The Background and Project Summary Section should describe your understanding of the City, the work to be performed, and the objectives to be accomplished. Refer to the "Scope of Services" of this RFP.

C. Methodology Section

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

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

D. Staffing Section

Provide a list of individual(s) who will be working on this contract and indicate the level/title of each member, and the function that each will perform. Include a resume for each designated individual, to include licenses, certifications, etc. Full-time and part-time staff, proposed sub-consultants should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience.

E. Qualifications

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

F. Pricing

The rates should be based upon the employee census provided in the appendix of this RFP.

1. All rates must be guaranteed for the full term of the contract. Multi-year rate guarantees are requested and will be an important consideration in the evaluation process. All guarantees should be expressed and/or explained in your response.
2. Your rates exhibit should outline the monthly premium rates being offered for all products. If benefits reduce or rates increase due to age, your rate quotation should reflect these changes.
3. Any requirements for minimum participation shall be fully disclosed on your Rates Exhibits. Please clearly indicate where no participation requirements apply.
4. Please confirm for each of your products offered, the first year and subsequent years commission schedules and to whom commissions are payable. If multiple commission schedules are available, please outline the impact to the base rate, changes in coverage and/or administrative services and compensation paid to all parties.

## 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. Qualifications, credentials, and related experience of the Offeror's key personnel. Must be able to demonstrate experience as it relates to real estate appraisal services and other tasks named in the Scope of Work. Include quality of prior work, timeliness and cost control.
- b. Price of services offered.
- c. Approach to the task/operational plan.
- d. Overall quality and completeness of proposal based on the submittal requirements

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

After interviews have been conducted with each selected offeror, the City shall select the offeror(s) which, in its sole opinion, are in the best interest of the City and enter into negotiations with those firm(s). Should the City determine, in its sole discretion, that only one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection.

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

## 9.0 CONDITIONS AND ADDITIONAL INSTRUCTIONS (revised 12/18/18)

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, memory sticks, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us). The City's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception. ZIP files cannot be accepted.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us). The subject line must show the proposal number and 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. **Competition Intended:** It is the City's intent that this 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.
6. **Contract Quantities:** The quantities specified in the RFP 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.
7. **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.
8. **Offeror's Qualifications:** Only proposals from established Offerors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify an Offeror and reject its proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Offerors.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Offeror's financial statement, experience and/or plant and equipment.
- Offeror does not meet project-specific requirements, as identified in the solicitation.

9. **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.
10. **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.
11. **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.
12. **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.
13. **Rights to Damages:** By signing its 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.
14. **Anti-collusion:** The Offeror certifies by signing its proposal that the 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 the this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud has occurred.
15. **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.

16. **Debarment Status:** By submitting a proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this



solicitation, nor are they an agent of any person or entity that is currently so debarred.

17. **Ethics in Procurement:** Offeror must provide written disclosure with their 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 Offeror.
18. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/bids/>). It is the Offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated in the proposal.
19. **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.
20. **Award:** Award will be made to the Offeror 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.
21. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the electronic bulletin board located outside of the Purchasing Division and on the City's web site: [www.suffolkva.us/bids/](http://www.suffolkva.us/bids/).
22. **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.
23. **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.
24. **Appeals Procedure:** Upon Offeror's 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 decisions 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 Contract Officer at once for assistance.

25. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms in the Offeror's proposal. 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.
26. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, the final executed contract documents shall control.
27. **Alien employment:** Provider 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.
28. **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).

The following provisions apply to all contracts over \$10,000:

1. During the performance of this contract, the Provider agrees as follows:
  - a. The Provider 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 Provider. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider 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 Provide will include the provisions of the foregoing paragraphs 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.
29. **Assignment of Contract:** A contract shall not be assignable by the Provider in whole or in part without the written consent of the City.
30. **Availability of Funds:** A 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.
31. **Changes and Additions:** It shall be the responsibility of the Provider to notify the City, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Provider that such modifications or additions to the contract shall be made only by the full execution of the City's standard Contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the Provider on such modification or addition to the contract prior to the City's execution of its standard Contract change order form shall be at the total risk of the Provider and said work may not be compensated by the City.

32. **Conflicts of Interests:** The Provider 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 Provider on the same project.
33. **Provider's Failure to Perform:** Failure of the Provider 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 Provider for a period of up to three (3) years. Termination and /or debarment of the Provider shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
34. **Contractual Disputes:** The Provider 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 Provider within thirty (30) days of receipt of the claim.

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

35. **Copyright Protection:** Provider 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 Provider is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
36. **Default:** In event of default by Provider, the City reserves the right to procure the goods and/or services from other sources, and hold Provider liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the Provider from additional remedies that may be allowed by law.
37. **Drug-Free Workplace:** During the performance of this contract, the Provider agrees to (1) provide a drug-free workplace for the Provider'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 Provider'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 Provider that the Provider 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-Provider 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 Provider, 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.

38. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
39. **Exemption from Taxes:** The City is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating the City's tax exempt status will be furnished by the City upon request.
40. **Faith-based Organizations:** The City of Suffolk does not discriminate against

faith-based organizations.

41. **Governing Law:** Any contract resultant of this solicitation shall be 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 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 Provider shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

42. **Indemnification:** Provider 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 Provider, 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 Provider. 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 Provider or any of the Provider's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of Provider. Unless otherwise provided by law, the Provider indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Provider 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.
43. **Independent Contractor:** The Provider and any employees, agents, or other persons or entities acting on behalf of the Provider shall act in an independent capacity and not as officers, employees, or agents of the City.
44. **Insurance:** Provider shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of the City by the Provider, 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 Provider 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 Provider, 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. Professional Liability

1. The successful Offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
2. The City policy shall be endorsed to include the City's officials, officers, agents and employees as insured. The E&O Policy shall include the successful Offeror and the Offeror's subcontractors of every tier as the Offeror designated in the declarations.
3. The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or

excess policy) shall be \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability or \$3,000,000 annual policy claims aggregate. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

4. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days' notice of cancellation, non-renewal, change in coverages, and/or restriction.

f. 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 Provider'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 Provider 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 Provider 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.

45. **Invoicing/Payment and Interest:** Prior to payment the Provider shall provide their federal employer identification number. Payment to the Provider 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 Provider 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 Provider shall provide complete cooperation during any such investigation.

46. **Laws, Regulations:** Provider shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. Provider shall at all times observe and comply with all such laws, ordinances and regulations.
47. **License Requirement:** All firms doing business in the City are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260 or [comrev@suffolkva.us](mailto:comrev@suffolkva.us).
48. **Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives or other documents prepared by the Provider 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 Provider shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Provider's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Provider under the resulting contract shall be the property of City or Suffolk; however, the Provider may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Provider 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 Provider is not the firm of record.



49. **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 Provider 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 Provider 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 Provider 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 Provider'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.

50. **Records and Inspection:** The Provider 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 Provider'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 Provider 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 Provider 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 Provider's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits. All records and information generated under the contract shall be property of the City, whether retained by the City or the Provider. The Provider shall not make any other use of this information, except to provide service to the City under the contract, unless specifically authorized by the City in writing.
51. **Responsibility of Provider:** The Provider 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 Provider shall remain liable to the City for all costs which are incurred by the City as a result of the Provider's negligent performance of any of the services furnished under the contract.

52. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Provider, or the waiver by the City of any provision under this contract including any obligation of the Provider, 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 Provider, 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.
53. **Safety:** All Providers and subcontractors 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 Providers and subcontractors 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.
54. **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 Provider'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 a task order for any reason for a continuous period of ninety (90) days or more, the City and Provider will negotiate a mutually agreeable adjustment to the Provider's fee.
55. **Severability:** If any provision of the contract 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 hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.
56. **Termination for Cause:** In the event that the Provider shall for any reason or through any cause be in default of the terms of this contract, the City may give Provider written notice of such default by certified mail/return receipt requested at the address set forth in Provider's Proposal or as provided in this contract.

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

Upon termination, Provider 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.

57. **Termination for Convenience:** The City may at any time, and for any reason, terminate this contract by written notice to the Provider 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 Provider by certified mail/return receipt requested at the address set forth in Provider's Proposal or as provided in this contract. In the event of such termination, the Provider shall be paid such amount as shall compensate the Provider for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Provider, Provider shall withdraw its personnel and equipment, cease performance of any further work under this Provider, and turn over to the City any work completed or in process for which payment has been made.

# SIGNATURE SHEET

*(Submit with Proposal)*

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

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

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

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

**Complete Legal Name of Firm:** \_\_\_\_\_

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

**Federal ID No.:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email address :** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**  
**RFP #19103-JS**

Name of Firm/Offeror: \_\_\_\_\_

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

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

# EXCEPTIONS TO RFP

(RFP #19103-JS)

**EXCEPTIONS:**

Offeror must sign the appropriate statement below, as applicable:

- ( ) Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_

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

- ( ) Offeror takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this bid):

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

## ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

**ANTICOLLUSION CLAUSE:**

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

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

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE PROVIDER AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE PROVIDER'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 PROVIDER'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 PROVIDER THAT THE PROVIDER 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 SUBPROVIDER 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 PROVIDER 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 SUBPROVIDER 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