

REQUEST FOR PROPOSAL

City of Suffolk
RFP #20081-AG
March 13, 2020



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

Mowing Services for Primary Routes

Electronic proposals will be received at the office of the Purchasing Agent listed above, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation. Offers should be sent by e-mail attachment to: proposals@suffolkva.us with the RFP number, title, and closing date in the subject line.

Scope of Work: The City of Suffolk is seeking proposals from qualified lawn maintenance firm(s) to provide grass mowing services on select primary highway routes within the City of Suffolk. Services required by the successful contractor shall include, but not be limited to providing of all labor, materials, transportation, equipment, licenses, permits, and all other items as needed to perform the work.

Proposals are due: 3:00 p.m., April 8, 2020

Contract Officer: Amy Gardner

Amy Gardner, CPPB, Senior Buyer, agardner@suffolkva.us

The Senior Buyer, Amy Gardner 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: agardner@suffolkva.us. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement

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

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

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

SOLICITATION DOCUMENTS

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

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

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

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

REQUEST FOR PROPOSAL

Mowing Services Primary Routes

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PURPOSE

The City of Suffolk is seeking proposals from qualified lawn maintenance firm(s) to provide grass mowing services on select primary highway routes within the City of Suffolk. Services required by the successful contractor shall include, but not be limited to providing of all labor, materials, transportation, equipment, licenses, permits, and all other items as needed to perform the work.

COMPETITION INTENDED

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

CONTRACT PERIOD

Any resulting contract or contracts shall become effective upon executed contract and shall be effective through April 30, 2021. The City reserves the right to renew the contract for two (2) additional one-year periods, terminating April 30, 2023. The right is further reserved by the City to not renew the resulting contract at the expiration of any annual anniversary date by furnishing the Contractor with a thirty (30) day written notice.

A formal written contract with specifications will be entered into between parties. The proposal submittal shall substantially constitute the contract between the City and the Contractor. Formal written contracts will be drawn by the City, and all contract provisions that have not been stated herein will be drafted and included as necessary.

SCOPE OF SERVICES

DEFINITIONS

Mowing – tractor and non-tractor mechanical cutting of herbaceous and woody vegetation less than 2 inches in diameter, as measured at base

Mowing Cycle – one complete mowing of a designated area(s) according to City of Suffolk standards.

Litter – man made items (bottles, paper, etc.) that can be collected by bagging and carried by hand.

Day – calendar day

Debris – items that cannot be collected by bagging and may need additional assistance to remove.

GENERAL

Properties to be mowed are listed in Attachment A. The city requests non-binding estimates for the routes listed.

Attachment B contains a map of the mowing routes.

All mowing shall be accomplished between the hours of 6:00 a.m. and 6:00 p.m., Monday thru Sunday. EXCEPTION: There will be no mowing or work on the following recognized holidays. All work shall cease at 12:00 pm (noon) the day preceding the holiday and will not resume until 12:00 PM the day following the holidays. Recognized Holidays are as follows: Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

The Assistant Director of Public Works, or their designee, will give the contractor a minimum notice of five (5) working days prior to commencing mowing of each cycle.

Contractor shall be responsible for all damage done to City property by mowing operations. Damage determination is at the sole source of City staff and shall include scalped areas, tractor track damages, signs, guardrails and other properties hit by mowers to include dents and bent post. Replacement cost shall be determined by the City and deducted from payment for the mowing cycle.

TRAFFIC CONTROL

All signage and traffic control devices shall be in place prior to commencement of work. All signage and traffic control devices shall be in accord with Virginia Department of Transportation (VDOT) Work Area Protection Manual Standard and Specifications 2011 or latest edition. If a Right of Way Permit is required, it shall be paid by the Contractor. The Contractor must furnish a copy of the Right-of-Way permit to the Assistant Director of Public Works, or designee, prior to commencing work. A copy shall also be kept with all vehicles during the performance of the contract. All cost for permits and traffic control, inclusive of equipment and signage, shall be the contractor's responsibility. Any changes in Federal, State or Local codes requiring additional traffic control shall be the contractor's responsibility and at no additional cost to the City. All materials/equipment utilized shall be approved by the City and must be in serviceable condition as determined by City staff at all times. Failure to comply, will result in placement of a stop work order until discrepancies are corrected. The City reserves the right to require the contractor to utilize additional temporary traffic control devices for all mowing areas. Refer to Attachment A for temporary control requirements.

TRASH REMOVAL

Prior to mowing, all litter, inclusive of tree limbs, glass and debris shall be collected and removed for pickup. Litter shall be placed in clear trash bags with a minimum of 2.0 mil thickness and placed in locations designated by the City. The City shall designate a minimum of two drop off locations for trash for each mowing route. The City will be responsible for pickup and disposal of the bags. **Liquidated damages of \$100.00 fee will be assessed for each incident of cutting through litter.**

MOWING

This work shall consist of mowing vegetation and litter/debris removal within the Right of Way including all ramps, medians, and gore areas on routes specified. Mowing shall be performed in accordance with current City of Suffolk mowing practices. Vegetation will be mowed to exhibit a uniform appearance and height, without skips or uncut areas. Contractors shall utilize all efforts, equipment and resources necessary to achieve the desired result, specific to the area, turf or terrain. This work shall consist of mowing vegetation and litter/debris removal within the Right of Way including all interchanges, all ramps, all medians associated with the interchange, and gore areas on routes specified.

Mowing shall be completed using either flail mower equipped tractors, Z-mowers, hand mowers and/or string trimmers (weed eaters). Any equipment other than this shall be approved prior to work by the Assistant Director of Public Works, or their designee. **BUSH HOGS WILL NOT BE ALLOWED; THIS RESTRICTION INCLUDES THE CUTTING OF SIDE SLOPES.** All equipment shall meet OSHA/VDOT regulations. Deflective guards shall be in place at all times during mowing operations.

Contractor shall give special attention to mowing gore areas, infield areas, medians, curves and intersections to assure a safe visibility distance. Acceptable mowing height will be 2" minimum and 6" maximum. The mowing shall present a neat and attractive appearance. Strips of vegetation left between cuts and areas depressed by equipment and/or left un-mowed will not be acceptable and will require re-mowing at no expense to the city. Contractor shall complete work on each location at one setting, unless otherwise approved by the City.

TRIMMING

Trimming around guard rails, sign post, utility poles, utility structures and other improvement or structures shall be performed at each maintenance cycle through the entire contract area. Trimming shall be accomplished utilizing hand labor or mechanical devices (push mowers, string trimmers, etc.) in all areas not specifically approved for herbicide use. **Herbicide banding is permitted in the following locations only. Herbicide bandwidths shall not exceed (6) six inches.** See "Application of Chemicals" section for additional information.

- a. At the base of utility poles or utility boxes,
- b. At the base of fire hydrants,
- c. All the base of fence posts,
- d. At the bottom of **chain-link** fencing (herbicide band shall not encroach onto private property)
- e. At the base of guardrails and posts.

Trimming and banding shall be done in such a manner as not to damage trees, shrubs, vehicles, etc. or endanger motorist and pedestrians.

APPLICATION OF CHEMICALS

All herbicides used for vegetation control purposes, shall be applied by a Virginia Certified Pesticide Applicator or Registered Technician working under the direct supervision of a

Virginia Certified Pesticide Applicator, holding current certifications in all required categories (Rights-of-Way, etc.), issued by the Virginia Department of Agriculture and Consumer Services, during the contract period. The Contractor shall maintain a valid permit for the duration of this contract. Violations of any federal, state or local codes and regulations concerning pesticide use and application shall constitute grounds for termination of this contract. The Assistant Director of Public Works Operations, or his designee must approve all herbicides prior to the application. In addition, the Contractor shall furnish the City with a Pesticide Applicator's Business License as required by the Commonwealth of Virginia and provide copies of current employee pesticide applicator permits, prior to contract execution.

REPLACEMENT OF DAMAGED PLANTINGS AND OTHER PROPERTIES

The Contractor shall be responsible for the replacement of any planting or other properties, whether privately or publicly owned, that may be damaged due to the improper performance of designated maintenance activities. In such case, the Assistant Director of Public Works, or their designee, shall specify when replacement is to be made and timeframe for completion of repair. **Liquidated damages of \$100 fee per repair will be assessed if repairs are not completed within 48 hours of notification to contractor.**

All Contractor employees or personnel working under the direction of the Contractor in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state and local laws and regulations.

During the months that grass cutting is not required; the Contractor shall be required to remove litter from any and/or all locations upon request. This service will be on an as need basis and is solely at the discretion of the Department of Public Works.

GENERAL CONDITIONS

Company Personnel

Only qualified personnel shall supervise and perform grassing mowing services in this contract. If in the City's sole discretion any of the Contractor's personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the Contractor shall, upon notice from the City, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Assistant Director of Public Works, or their designee, may require replacement of Contractor's supervisory personnel on site upon written determination that such a supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**

A workday contact cell phone number shall be supplied for the supervisor.

The Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City reserves the right to require the Contractor to halt all work activities until such conditions are resolved. Contractor's failure to resolve any and all conflicts to the satisfaction of the Assistant Director of Public Works shall be considered a breach of

contract, and subject to termination.

The Contractor shall submit with the proposal a list of equipment and manpower resources to be utilized in the execution of the contract. Such equipment and manpower shall be maintained during the performance of this contract.

Qualifications

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

1. Have thorough technical knowledge of the best maintenance practices for the green industry as needed for each of the locations as defined above
2. Have adequate staff to respond quickly to tasks and attend to on-site needs in a timely manner.
3. Have adequate equipment and operators to fulfill maintenance obligations and to provide timely replacement of such due to unforeseen failure(s).
4. Have had considerable favorable experiences in servicing projects of like size, stature and cost.
5. Be registered and keep valid all permits and certifications. A valid VDACS Certified Pesticide Applicator (or registered technician) shall be required of all persons applying chemicals. .

Inclement Weather/Holidays

The maximum allowable days three after inclement weather will be three. In the event of severe weather such as a tropical storm, hurricane or northeast storm, additional rain days may be granted at the discretion of the Assistant Director of Public Works Operations. All requests for rain days must be submitted in writing at the cycle end date. The City recognizes Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas (if applicable) as holidays regarding this contract. All rain days and holidays granted by the Assistant Director of Public Works for Operations shall be time extensions only, and shall not entitle the Contractor to any additional compensation for any reason whatsoever. The Contractor assumes all risk of loss or additional costs caused by or in any way relating to weather.

City Work Crews

In the event that the Department of Public Works deems it is necessary, the City reserves the right to perform any of the activities listed in this contract with City equipment, supplies and personnel without compensation to the Contractor.

Maintenance Work Schedule

Contractor shall supply the City with a written work schedule to indicate normal starting time for its operation and completion time.

Additional Cuttings/Special Events

If the City should request additional cuttings they shall be performed at the bid price per location.

Route cuts for special events shall commence within three (3) calendar days.

Additions and Deletions

The City reserves the right to add and delete locations during the terms of the contract.

Inspection of Job Site

By submitting a proposal, the Contractor represents that he or his representative has familiarized himself with the work to be performed and site conditions, and correlated his observations with the requirements of the contract documents.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Submission of Proposals

An electronic document shall be submitted by e-mail attachment to proposals@suffolkva.us with the RFP number, title, and closing date in the subject line. Electronic copies (CD or thumb drive) may be delivered to the Purchasing Office, 442 W. Washington Street, Room 1086, Suffolk, Virginia, prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. **ZIP files cannot be accepted.** They do not work in the City's system. To receive confirmation of receipt of proposal, send request to the contracting officer at agardner@suffolkva.us. **It is the responsibility of the offeror to request confirmation of submittal.** Do NOT send proposal directly to contracting officer.

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

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

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

Questions and Inquiries

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

Amy Gardner, 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.

Addendum and Supplement to Request

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

Firm Pricing for City Acceptance

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

Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any proprietary information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal. An all-inclusive statement that the entire proposal is proprietary will result in rejection of the proposal.

Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

Preparation and Submission of Proposals

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

Miscellaneous Requirements

1. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.

3. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.
4. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

SPECIFIC PROPOSAL REQUIREMENTS

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

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

Cover Letter

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

Background and Project Summary Section

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

Methodology Section

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

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

Staffing Section

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

Qualifications

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

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

Fee Proposal

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

Format

Proposal should be submitted in the following format:

- Cover Letter (A)
- Proposal sequenced in accordance with paragraphs above
- Forms as follows: **(All forms must be signed.)**
 - *Signature Sheet (Page 30)*
 - *Propriety/Confidential Information Identification (Page 31)*
 - *Exceptions to RFP (Page 32)*
 - *Anti-collision/Nondiscrimination/Drug Free Workplace Clauses (Pg. 33)*
 - *Proof of Authority to Transact Business in Virginia (Page 34)*

EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. Two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

- Understanding of the tasks and requirements (25%)
- Experience in conducting similar scope, complexity, and magnitude for other agencies (20%)
- Management skills (20%)
- Fee proposal for proposed work plan (25%)
- Overall quality and completeness of proposal (10%)

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

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

ADDITIONAL INSTRUCTIONS

(Revised 10/17/19)

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, flash drives, 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. 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. The subject line must show the proposal number and title.
3. **Late Proposals:** Proposals, if received by the City's Purchasing Division ("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 Contract Officer in writing if any language requirement, specification, terms, conditions, 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 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://apps.suffolkva.us/bids/bid_search_all.jsp 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 Purchasing web site: 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 Contract Terms and Conditions and all 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.

CONTRACT TERMS AND CONDITIONS

1. **Conflict**: In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
2. **Alien employment**: Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
3. **Anti-Discrimination**: The Consultant certifies 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 Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Consultant will include the provisions of 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.

4. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the City.
5. **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.
6. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the City, in writing, of any necessary modifications or additions in the Scope of 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 Consultant 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 Consultant 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 Consultant and said work may not be compensated by the City.

7. **Conflicts of Interests:** The Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City. The City may not procure supplies, equipment, materials or other goods from a Consultant on the same project.
8. **Consultant's Failure to Perform:** Failure of the Consultant to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
9. **Contractual Disputes:** The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Consultant 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.

10. **Copyright Protection**: Consultant agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
11. **Default**: In event of default by Consultant, the City reserves the right to procure the goods and/or services from other sources, and hold Consultant liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the Consultant from additional remedies that may be allowed by law.
12. **Drug-Free Workplace**: During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **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.
14. **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.
15. **Faith-based Organizations**: The City of Suffolk does not discriminate against faith-based organizations.
16. **Governing Law**: This contract 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 Consultant 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.

17. **Indemnification**: Consultant shall defend and indemnify the City, and the City's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Consultant, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Consultant. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of Consultant or any of the Consultant's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of Consultant. Unless otherwise provided by law, the Consultant indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Consultant under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
18. **Independent Contractor**: 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.
19. **Insurance**: Consultant 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 Consultant, 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 Consultant 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 Consultant, 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 Consultant'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 Consultant 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 Consultant 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.

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

21. **Laws, Regulations:** Consultant shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
22. **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.
23. **Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives or other documents prepared by the Consultant 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 Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other

than performance of all Consultant's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Consultant under the resulting contract shall be the property of City or Suffolk; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Consultant 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 Consultant is not the firm of record.

24. **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 Consultant 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 Consultant 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 Consultant 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 Consultant'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.

25. **Records and Inspection:** The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Consultant by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Consultant pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits. All records and information generated under the contract shall be property of the City, whether retained by the City or the Consultant. The Consultant shall not make any

other use of this information, expect to provide service to the City under the contract, unless specifically authorized by the City in writing.

26. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by the City, and the Consultant shall remain liable to the City for all costs which are incurred by the City as a result of the Consultant's negligent performance of any of the services furnished under the contract.
27. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Consultant, or the waiver by the City of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
28. **Safety:** All Consultants and sub-contractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
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 a task order 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 fee.
30. **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.
31. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the City's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the City's Project Manager.

32. **Clean Air and Water Pollution Control:** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Contractor must include this requirement in all subcontracts that exceeds \$150,000
33. **Equal Employment Opportunity (EEO):** During the performance of this contract, the Contractor agrees as follows:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

34. **Termination for Cause:** In the event that the Consultant shall for any reason or through any cause be in default of the terms of this contract, the City may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this contract.

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

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made. In the event of violations of

law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

35. **Termination for Convenience:** The City may at any time, and for any reason, terminate this contract by written notice to the Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this contract. In the event of such termination, the Consultant shall be paid such amount as shall compensate the Consultant for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Consultant, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Consultant, 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 and that I have read and understood and agree to all the terms, specifications and conditions as set forth in the RFP and all addendums, except for items listed on the Exceptions to RFP page.

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

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

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

Complete Legal Name of Firm: _____

Address: _____

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

Email: _____

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

Signature: _____

EXCEPTIONS TO RFP

(RFP #20081-AG)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

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

Firm: _____

Date: _____

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

Firm: _____

Date: _____

Exceptions: _____

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

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

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