



## Request for Quote

City of Suffolk  
RFQ # 21094-JS  
March 26, 2021

Purchasing Division  
442 West Washington Street, Room 1086  
Suffolk, VA 23434-5237  
Phone: (757) 514-7520 / Fax: (757) 514-7524

### Travel Mobile Phone Application and Website


Quotes 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 this solicitation. Offers should be sent by e-mail attachment to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFQ number and title in the subject line.

**SCOPE OF WORK** – The City of Suffolk has issued this Request for Quote (RFQ) for the purpose of obtaining responsive Quotes from qualified firms to provide Travel Mobile Phone Application and Website.

The Purchasing Agent, Jay Smigielski is the Contract Officer for the City of Suffolk with respect to this RFQ. 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 RFQ shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFQ. 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.

**Quotes are Due: 3:00 p.m., April 14, 2021**

**Contract Officer:** \_\_\_\_\_

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

**OFFEROR:**

Company Name: \_\_\_\_\_

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

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

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

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

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

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

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

## **SOLICITATION DOCUMENTS**

Offers may be sent to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) Electronic copies (CD or thumb drive) or paper 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 Quotes 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 QUOTE

## Travel Mobile Phone Application and Website

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## **1.0 PURPOSE**

The intent of this Request for Quote is to obtain the services of a qualified firm to provide Travel Mobile Phone Application and Website. The City of Suffolk is seeking firms to provide quotes on the provision or modification of an existing mobile phone application and website to allow the City to provide to its citizen's information on transportation conditions and other relevant information within its boundaries. This will be similar to the state wide 511 system with additional features greater than currently exists on the VA511 app.

## **2.0 COMPETITION INTENDED**

It is the City's intent that this Request for Quote (RFQ) 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 RFQ 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 Quotes.

## **3.0 TERM OF CONTRACT**

The contract shall cover the period beginning upon execution of the signed contract and continuing for one full year after installation. This contract may be renewed based on the terms and conditions at the expiration of its term at the sole discretion of the City. Automatic renewals will occur for up to four (4) additional one-year periods. The right is further reserved by the City to not renew the resulting contract at the expiration of the anniversary date by furnishing the contractor with thirty (30) days written notice.

## **4.0 SCOPE OF SERVICES**

### **Travel Mobile App and Website requirements**

Requirements:

1. An event creation and management tool for city
2. Allow operators to create events quickly and easily
3. Integrate railway crossing data and alert the public to railway crossing/road closure events. Data to be supplied by the City from its traffic signal system or from the rail company.
4. Distribute traffic information to the public via mobile phone app and responsive website
5. Provide proactive personalized commuter email and SMS text alerts
6. The mobile app and website can be branded or upgraded to customized city branding
7. App includes images from city-hosted traffic cameras
8. App can be embedded within city's existing website
9. Streamlines road data reporting and automates road closure notifications by ingesting city APIs. This allow city to:
  - a. Utilize systems that are already in place
  - b. Publish that data through the public website and mobile application
10. Provides WAZE Data Interface & Export to WAZE

11. Include Traffic Speeds from HERE and Weather Radar
12. Implement and access App for management by city with no downtime of App
13. Access data from the VDOT 511 Traffic Application

### **Reporting:**

With App/Website city can manage and broadcast verified:

- Traffic information such as congestion, travel speeds and estimated arrival times
- Alerts and emergency notifications
- Railroad Crossing closures due to trains
- Planned and unplanned road closures
- Incidents, road conditions and active/planned roadwork
- Special events
- Weather alerts and radar
- Extreme weather warnings and updates
- Unique information, such as COVID testing and vaccination location sites

### **Track Record**

Demonstrate successful deployment in a similar setting to include other municipalities, state DOT's and other entities, for a minimum of 5 years. Deployment of a successful US state or states 511 system Travel Mobile App and Website required.

## **5.0 INSTRUCTIONS FOR SUBMITTING QUOTES**

### **A. Submission of Quotes**

An electronic document should be submitted by e-mail attachment to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFQ number and title in the subject line or electronic copies (CD or thumb drive) may be delivered to the Purchasing Office, 442 West Washington Street, Room 1086, Suffolk, Virginia prior to the closure date 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 Quote, send request to the contracting officer at [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us)

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

### **B. Questions and Inquiries**

Questions and inquiries pertaining to the Request for Quotes will be accepted from any and all firms via e-mail or fax. Inquires must provide RFQ number and title. Material questions will be answered by Addendum and will be posted on the City's website: [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp) 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 RFQ. All questions and/or comments should be directed to her attention. The respondents to this RFQ shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFQ. 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 Quote. All addenda can be downloaded from [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp)

D. Firm Pricing for City Acceptance

Offers made during negotiation must be honored for City acceptance for 90 days from the date of offer.

E. Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their Quote 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 Quote. An all-inclusive statement that the entire Quote is proprietary will result in rejection of the Quote.

F. Authority to Bind Firm in Contract

Quotes must give full firm name and address of Offeror. Failure to sign Quote may disqualify it. Person signing Quote should show title or authority to bind his firm in a contract.

G. Preparation and Submission of Quotes

Quotes should be submitted electronically; title shall indicate the RFQ number, and the title of the Quote.

It is the Offeror's responsibility that the Quotes are received by the Purchasing Division BEFORE the hour specified on the opening date. Quotes or unsolicited amendments to Quotes received by the City after the acceptance date and time will not be considered.

## H. Miscellaneous Requirements

1. The City will not be responsible for any expenses incurred by a Offerer in preparing and submitting a Quote. All Quotes shall provide a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. The contents of the Quote submitted by the successful Offeror and this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein.
3. The City reserves the right to reject any and all Quotes received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

## 6.0 SPECIFIC QUOTE REQUIREMENTS

Quotes 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 Quote.

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

Quote should be submitted in the following format:

- First page of RFQ
- Quote with specifications and price. If applicable, include pricing for annual maintenance and service
- Forms as follows: (All forms must be signed.)
  - *Propriety/Confidential Information Identification (Page 23)*
  - *Anti-collision/Nondiscrimination/Drug Free Workplace Clauses (Pg. 25)*
  - *Proof of Authority to Transact Business in Virginia (Page 26)*

## 7.0 ADDITIONAL INSTRUCTIONS

1. **Use of Form:** All quotes 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 Quote. 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](mailto:proposals@suffolkva.us) ZIP files cannot be accepted. Quotes may also be faxed to 757-514-7524 or delivered in person to the address on the first page.
2. **Submittals:** Except as noted above, all quotes should be sent as an attachment to email to: [proposals@suffolkva.us](mailto:proposals@suffolkva.us). The subject line should show the Quote number and title.

3. **Late Quotes**: Quotes, 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 Quote is received by Purchasing as specified. There will be no exceptions. Electronic Quotes 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 Quotes at the time of the scheduled Quote closing, the Quotes 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 RFQ 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 RFQ to a single source. Such notification must be received by the Contract Officer prior to the date set for Quotes to close.
6. **Contract Quantities**: The quantities specified in the RFQ are estimates only unless otherwise clearly noted, and are given for the information of Offeror and for the purpose of Quote 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 Quotes 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 Quote 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 Quote 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 Quotes. 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 Quotes 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 Quote, 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 Quote. 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 Quote that the Quote is made without prior understanding, agreement, or accord with any other person or firm submitting a Quote for the same goods and/or services and the this Quote 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 Quote 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 Quote. The respondents to this RFQ shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFQ. 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 Quote, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting Quotes or Quotes 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 Quote 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](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 Quote.
19. **Withdrawal of Quotes:** Quotes may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of Quotes 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.
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: [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp)
22. **Offer/Acceptance:** Each Quote 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 Quote; 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 Quotes, and to waive any informality if it is determined to be in the best interest of the City.
24. **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 Quote. Any additional conditions an offeror intends be considered must be submitted with the Quote and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the Quote, negating possibility of an award to that offeror.

## 8.0 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](mailto: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, except 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. **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 Quote 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.

32. **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 Quote 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.

## ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

**ANTICOLLUSION CLAUSE:**

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

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

**DRUG-FREE WORKPLACE:**

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

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

**NONDISCRIMINATION CLAUSE:**

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

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	
Fax Phone Number: (    )	Title
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 QUOTE/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR QUOTE/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 Quote/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 Quote/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