



**Request for Proposal**  
**City of Suffolk**  
**RFP #22064-JS**  
**January 10, 2022**

**Purchasing Office**  
**442 W. Washington Street, Room 1086**  
**Suffolk, VA 23434-5237**  
**Phone: (757) 514-7520 / Fax: (757) 514-7524**

**Fireworks Display (Re-bid)**

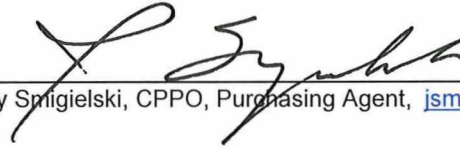
Electronic proposals will be received at the office of the Purchasing Agent, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation.

**SUMMARY SCOPE OF SERVICE** – The City of Suffolk is seeking proposals from qualified firms for the sole purpose of obtaining responsive proposals from qualified firms to provide annual fireworks displays for the City's Fourth of July celebration at Constant's Wharf Park and Marina.

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

**Proposals are due: 3:00 p.m., February 8, 2022**

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

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

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

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

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

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

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

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

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

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if the offer is accepted within one hundred and eighty (180) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The above signed certifies the offeror has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm on the previous page.

### **SOLICITATION DOCUMENTS**

Additional Request for Proposal documents is available on the Purchasing website: [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp) 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.

An electronic document shall be submitted by e-mail attachment to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFP number and title in the subject line. 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 proposal, send request to the contracting officer at [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us). Do NOT send proposal directly to contracting officer. Paper proposals will not be accepted. Do not send printed copies of proposal.

**Do not send Zip files. Zip files cannot be accepted.**

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

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

# RFP 22064-JS

## Fireworks Display

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## 1.0 PURPOSE

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

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

## 2.0 BACKGROUND

The City's Parks and Recreation Department has been hosting fireworks displays for approximately thirty years at various locations with the majority held at the Constant's Wharf and Marina location. Each year, approximately four to five thousand people attend this event. The City anticipates a budget of \$22,000 for the Fourth of July displays.

## 3.0 COMPETITION INTENDED

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

## 4.0 TERM OF CONTRACT

The first display is scheduled for July 4, 2022. Previous displays have been held at the Constant's Wharf Park and Marina site, 100 E. Constance Road, Suffolk, Virginia, but this is subject to change to another location within Suffolk city limits. Fireworks maybe fired from a nearby barge for the 2022 Fourth of July Celebration if held at Constant's Wharf.

***The City anticipates awarding a contract for the July 2022 display, to include two (2) additional renewal options for the July 2023 and July 2024 events.***

The contract shall cover the period beginning upon receipt of signed Contract and continuing through July 4, 2022 (or the date of the 2022 Fourth of July display if re-scheduled.) This contract may be renewed based on the terms and conditions herein at the expiration of its term at the sole option of the City. The contract will automatically renew, at the option of the City, for two (2) additional one-year periods through July 4, 2024 (or the date of the Fourth of July display if re-scheduled). The right is further reserved

by the City to not renew the resulting contract at the expiration of the anniversary date by furnishing the offeror with thirty (30) days written notice.

## 5.0 SCOPE OF SERVICES

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

### A. General

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

Submit a copy of your proposed program with the proposal to include a list of materials, sequence of events, and approximate time requirements.

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

The display will be fired at least 600 feet from any spectator area. The firing time shall be approximately 9 p.m., dependent upon darkness and weather conditions.

### B. Equipment

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

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

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

### C. Condition of Firing Site

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

Removal of all materials shall be completed within six (6) hours after the firing of the display. The Offeror shall walk the fallout zone of the fireworks site at the end of the show and shall be responsible for the removal of any unexploded shells and to assist in the cleanup of debris.

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

D. Set Up and Discharge

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

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

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

E. Inclement Weather/Postponement of Display

In the event of inclement weather on July 4<sup>th</sup>, the show may be postponed until the following Friday or on another date selected and approved by both the City and the Offeror.

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

F. Permits and Licensing

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

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

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

G. Personnel

The Lead Operator in charge of firing the display shall be at least twenty-one (21) years of age with a minimum of five (5) years' experience performing similar displays and shall have fired a minimum of six (6) displays in the past eighteen (18) months. This position is considered key personnel.

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

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

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

H. Miscellaneous

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

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

I. Responsibility of the City of Suffolk

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

The City will provide personnel at the fireworks site for crowd control and site security.

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

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

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

## 6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### A. Submission of Proposals

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

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

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

### Questions and Inquiries

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

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

### B. 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://www.suffolkva.us/bids/>



C. Firm Pricing for City Acceptance

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

D. Proprietary Information

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

E. Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to sign proposal may disqualify it. Person signing proposal should show Title or authority to bind firm in a contract.

F. Preparation and Submission of Proposals

1. All proposals shall be signed by the individual or authorized principals of the firm.
2. All forms and 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; subject line shall indicate the RFP number and the title of the proposal.
4. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered.

G. Miscellaneous Requirements

1. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

2. Offerors who submit a proposal in response to this RFP may be required to make a 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. The City reserves the right to award to multiple vendors.

## **7.0 SPECIFIC PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the offeror's capabilities to provide the required services. In accordance with the specifications herein, the proposal shall provide a straight forward, concise delineation of capabilities, experience and approach to the tasks outlined in this request. Offerors are requested to submit the following items in the format provided as a complete proposal:

A. Proposal Formant

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

B. Background and Project Summary

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

C. Methodology Section

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

1. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" Section. Video clips are encouraged.

2. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified herein.

D. Staffing Section

Provide a list of key individual(s) who will be assigned to the City for this project and indicate the level/title of each member, and the function that each will perform. Include a brief resume for each designated individual, to include licenses, certifications, and other qualifications.

E. Qualifications

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

F. Fee Schedule

Provide a detailed fee schedule based on the "Scope of Services" section of this RFP.

G. Proposals should be assembled in the following sequence:

- Cover Letter
- Page 1 of Proposal
- Proposal sequenced in accordance with Paragraphs B-F above
- City forms as follows: (All forms must be signed.)
  - *Signature Sheet (Page 24)*
  - *Propriety/Confidential Information Identification (Page 25)*
  - *Exemptions to RFP (Page 26)*
  - *Anticollusion/Nondiscrimination/Drug Free Workplace Clauses (Pg. 27)*
  - *Proof of Authority to Transact Business in Virginia (Page 28)*

## 8.0 EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. Selection will be made for each proposal on the basis of the criteria listed below. Each criteria will be evaluated based upon the strengths and weaknesses of the submittal or subsequent information gained in the process.

- a. Proposed fireworks display (30%)
- b. Fees schedule with the offered services. (30%)
- c. Quality of prior work, including efficiencies, timeliness and cost control. (25%)
- d. Qualifications, credentials, and related experience of the Offeror, including key personnel. (15%)

Once each member of the Evaluation Committee has read and rated each proposal by use of the criteria, a consensus of the Committee shall be used established ranking the proposals. This ranking shall be used to select the firms for further consideration—the short-list.

Should the City determine, in its sole discretion, that only one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection.

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

## 9.0 ADDITIONAL INSTRUCTIONS

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](mailto: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](mailto: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 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, and resourced 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-Contractors
  - Default on any previous contract.
  - For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
  - Inability to perform as revealed by an investigation of the offeror's financial statement, experience and/or plant and equipment.
  - Offeror does not meet project-specific requirements, as identified in the solicitation.
9. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

10. **Samples**: Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the offeror's risk and expense.
11. **Silence of Specifications**: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
12. **Capacity of Offeror**: All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The offeror agrees that its contract performance shall be in strict conformance with the contract documents.
13. **Rights to Damages**: By signing its proposal, the offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
14. **Anti-collusion**: The offeror certifies by signing its proposal that the proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and the 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-Contractors 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](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.
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 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: [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp)
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. **Cooperative Agreements:** If authorized by the offeror, the resultant contract may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful bidder(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the bidder's responsibility to notify the jurisdictions of the availability of contract(s).
24. **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.
25. **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.

26. **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.

## 10.0 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**: Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
3. **Anti-Discrimination**: The Contractor 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, sexual orientation, gender identity, 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 Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where



there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and said work may not be compensated by the City.
7. **Conflicts of Interests:** The Contractor 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 Contractor on the same project.
8. **Contractor's Failure to Perform:** Failure of the Contractor 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 Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor 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:** Bidder, Offeror, Consultant or Contractor agree all contractual disputes will be conducted in accordance with provision §2.2-4363 of the Virginia Public Procurement Act.
10. **Copyright Protection:** Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
11. **Default:** In event of default by Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.
12. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor'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 Contractor that the Contractor 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-Contractor 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 Contractor, 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 Contractor 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**: Contractor 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 Contractor, 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 Contractor. 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 Contractor or any of the Contractor's officers, shareholders, employees, agents, Contractors, sub-Contractors, or any other person or entity acting on behalf of Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor 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 Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
19. **Insurance**: Contractor 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 Contractor, 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 Contractor 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

\$3,000,000 General Aggregate Limit  
\$3,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Per Person or Organization (Personal and Advertising Injury)  
\$1,000,000 Each Occurrence Limit (Bodily Injury & Property Damage)  
\$ 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 Contractor, 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 Bodily Injury Each Accident  
\$500,000 Bodily Injury Disease Policy Limit  
\$100,000 Bodily Injury Disease Each Employee

d. Umbrella/Excess Liability

\$5,000,000 umbrella/excess liability coverage

e. Coverage Provisions

1. 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.
2. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.

3. 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.
4. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
5. 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.
6. 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.
7. Contractor agrees to provide the City of Suffolk with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Endorsements are an actual part of the insurance policy.
8. The Contractor agrees to provide insurance issued by companies acceptable to the City and authorized to do business in the Commonwealth of Virginia.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII or self insured pool, approval must be received from City's Risk Manager.

All 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 Contractor shall provide their federal employer identification number. Payment to the Contractor 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 Contractor 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 Contractor shall provide complete cooperation during any such investigation.

21. **Laws, Regulations:** Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. Contractor 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 Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Suffolk, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Contractor under the resulting contract shall be the property of City or Suffolk; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
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 Contractor shall either:
  - a. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under this contract; or
  - b. Notify the City and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

25. **Records and Inspection:** The Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor. The Contractor 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 Contractor:** The Contractor 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 Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor'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 Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, 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 Contractor, 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 Contractors 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 Contractors and sub-Contractors 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 Contractor'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 Contractor will negotiate a mutually agreeable adjustment to the Contractor'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 Contractor shall be distributed to the City's Project Manager for each task in the format and number of copies as directed by the task statement of work.
32. **Termination for Cause:** In the event that the Contractor shall for any reason or through any cause be in default of the terms of this contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Proposal/ or as provided in this contract.

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

Upon termination, Contractor 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.

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



work under this Contractor, and turn over to the City any work completed or in process for which payment has been made.

34. **COVID-19 Procedures:** All Contractors and sub-contractors performing services for the City are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Center for Disease Control (CDC) and all other City and State rules and regulations. Contractor's employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Contractor shall report if an employee who is positive for COVID-19 has been at the worksite to the Department in which they are working for immediately. Contractor shall keep confidential the identity of the known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

# SIGNATURE SHEET

***(Submit with Proposal)***

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

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

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

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

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

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

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

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

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

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

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**  
**RFP #22064-JS**

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

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

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

# EXCEPTIONS TO RFP

## (RFP #22064-JS)

**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 their proposal):

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

**ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES**

**ANTICOLLUSION CLAUSE:**

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

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

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE 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: (    )	Title
Fax Phone Number: (    )	
FIN/SSN#:	

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

# PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title