



REQUEST FOR PROPOSAL

City of Suffolk

RFP#22110-AG

May 2, 2022

Purchasing Division

442 W. Washington Street, Room 1086

Suffolk, VA 23434

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

Real Estate Appraisal Services

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

SCOPE OF WORK: The City of Suffolk is requesting sealed proposals from qualified individuals and/or firms to provide real estate appraisals on an as needed basis.

Proposals are due: 3:00 p.m., May 26, 2022

Contract Officer: *Amy Gardner*

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

The Senior Buyer, Amy Gardner is the Contract Officer for the City of Suffolk with respect to this RFP. All questions and/or comments should be directed to her at this email address: agardner@suffolkva.us. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement

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

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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

SOLICITATION DOCUMENTS

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

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

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

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

REQUEST FOR PROPOSAL

Real Estate Appraisal Services

Table of Contents

SECTION/TITLE

PURPOSE	- 4 -
BACKGROUND	- 4 -
CONTRACT PERIOD	- 4 -
SCOPE OF SERVICES.....	- 5 -
OFFERORS QUALIFICATIONS AND EXPERIENCE	- 9 -
INSTRUCTIONS FOR SUBMITTING PROPOSALS	- 9 -
ADDITIONAL INSTRUCTIONS.....	- 15 -
CONTRACT TERMS AND CONDITIONS.....	- 19 -
SIGNATURE SHEET	- 28 -
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION.....	- 29 -
EXCEPTIONS TO RFP	- 30 -
ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES	- 31 -
PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	- 32 -

PURPOSE

The intent of this Request for Proposal (RFP) is to solicit proposals from VDOT prequalified appraisers to provide real estate appraisal and appraisal review services on an “as needed basis” for the City of Suffolk. Services may include, but are not limited to, valuations of property related to the purchase, sale or lease of property, improved and unimproved right-of-way, drainage, utility, access and other easement valuations. **Award may be made to one or more Offerors.** Consultants will normally be selected on a rotating basis for individual tasks; however, the City, at its sole discretion, reserves the right to select consultants out of rotation when deemed to be in the best interest of the City.

The selected Appraiser and all Appraiser’s employees will be required to provide services in performing a complete independent appraisal in accordance with the provisions of Chapter 4 of the Manual of Instructions, Right of Way and Utilities Division, Virginia Department of Transportation, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraisal firms must be listed on the Virginia Department of Highway’s (VDOT) approved list of appraisers to perform appraisal services herein.

BACKGROUND

The City of Suffolk has the responsibility of constructing and maintaining local roadways, public utilities (water and sewer), drainage, and other infrastructure within the City necessitating the need for real estate appraisal and appraisal review services for the acquisition of parcels of land, or portions thereof, easements, and other municipal purposes generally. Review appraisals will be required when projects include any Federal or State funding or when the City deems it necessary to ensure the proper preparation and documentation of an appraisal report as well as the reasonableness of the appraiser’s conclusions.

COMPETITION INTENDED

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

CONTRACT PERIOD

The contract shall cover the period from July 1, 2022 through June 30, 2023.

This contract may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the contractor and the City. The City reserves the option to renew this agreement for two (2) additional one-year periods ending June 30, 2025. Unless notified in writing thirty (30) days prior to the expiration date, the contract will automatically renew during these periods.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of 12 months. Any request for an increase in rates following the initial contract period shall be determined by the percentage defined in the “Transportation” Category of the PI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. Price increases shall be justified in writing and must be approved by the

City. The City does not guarantee approve of any rate increase.

SCOPE OF SERVICES

- A. It is the intent of the City to award to a pool of VDOT prequalified real estate appraisers who can be called upon to perform appraisals and review appraisals on a task or project basis. The City reserves the right to select appraisers for each task or project from the qualified pool based upon such factors as the expertise, availability, experience, performance record, and cost of the appraisal(s). Appraiser must be a licensed or certified real estate appraiser, or real estate appraisal firm licensed by the Commonwealth of Virginia. Appraiser should have experience testifying in court in eminent domain proceedings.

It is possible that there may be numerous task orders assigned to a firm and underway at any time during the duration of this contract; however, the City makes no guarantee as to the amount of work to be requested.

- B. The Appraiser, employing qualified and competent personnel, shall perform all services necessary to prepare appraisals as requested by the City. Final reports shall be furnished and delivered to the City in a timely manner. Reports shall be accompanied by all necessary documents needed to prepare reports or necessary for eminent domain proceedings covering said properties.

- C. The Scope of Work will encompass the following:

1. Appraisal

All appraisal work performed by the Appraiser must be completed by persons licensed in accordance with the licensing requirements set out in Section 54.1-2011 of the Code of Virginia (1950) as amended (the "Code"), and regulations adopted pursuant thereto, and are on the Virginia Department Transportation Approved Fee Appraiser Panel list as a Senior Appraiser.

The Appraiser shall make a detailed inspection of the property and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

The Appraiser shall conform to recognized appraisal principles and practices of the appraisal profession in estimating the value of the property. Evaluation of such property must also be according to judicially recognized methods of property evaluation in the Commonwealth of Virginia. The appraisal must provide adequate factual data to support the conclusions reached as to value in sufficient detail to permit the City's appraisal reviewer to follow and understand the conclusion reached by the Appraiser.

The appraisal report shall in form and substance conform to recognized principles and practices of the appraisal profession and shall present adequate factual data to support the conclusions reached as to value in sufficient detail to permit the City's reviewer to follow and understand the conclusion reached by the Appraiser.

The appraisal report shall be prepared in accordance with the provisions of Chapter 4 of the Manual of Instructions, Right of Way and Utilities Division, Virginia Department of

Transportation and the Uniform Standards of Professional Appraisal Practice (USPAP). All comparable sales shall be electronically submitted to the reviewer for approval.

Upon completion of the inspection, investigations, and studies, the Appraiser shall prepare and electronically deliver all completed appraisal reports to the City.

The appraisal reports shall be based upon plans, plats and/or maps as furnished by the City for the requested project showing areas of land and interests therein to be acquired by the City, and where applicable, showing each parcel designated by a project parcel number. Copies of such plans or plats will be furnished by the City to the Appraiser, and the individual appraisal report prepared by the Appraiser shall make use of any parcel numbers where possible for proper reference.

The Appraiser will also be responsible for estimating and completing any sign appraisals (outdoor advertising or on-premises), furnishing parking loss estimates, and determining the fair market values of properties with contaminated soil.

2. Appraisal Review

The review appraiser shall analyze appraisal reports for compliance with Chapter 4 – Appraisal of the VDOT Right-of-Way Manual of Instructions (most recent version), the Uniform Standards of Professional Appraisal Practice, provisions of the Code of the Virginia, as applicable, and the Uniform Appraisal Standards for Federal Land Acquisitions, as applicable.

The review appraiser shall field inspect the property appraised as well as the comparable sales which the appraiser(s) considered in arriving at fair market value of the whole property and of the remainders(s), if any. If a field inspection is not made, the file shall contain the reason(s) why it was not made.

The review appraiser shall examine the Appraisal Reports to determine that they:

a. Are complete in accordance with and contain the criteria required by the VDOT Right-of-Way Manual, Chapter 4.

b. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.

c. Include consideration of compensable items, damage, and benefits, but do not include compensation for items non-compensable under state law.

d. Clearly state the appraisal problem as influenced by the project.

e. Incorporate specialists' opinions (e.g., value of timber, fixtures, etc.) as they contribute to the value of the whole property, rather than as arbitrary additions to the value of the real property.

f. In the case of tenant-owned real estate (buildings, structures and/or other improvements), the specialists' opinion of value is to reflect two premises:

(1) Contribution value to the whole property;

- (2) Value for removal (salvage value). Just Compensation for tenant-owned improvements is the greater amount.

g. Clearly presents:

- (1) An explanation of the appropriate valuation principles.
- (2) The market evidence and/or other supporting evidence.
- (3) A list of the items considered part of the realty as well as further comments on items that might be in a "gray area" – e.g., drapes, dishwashers, stoves, special light fixtures, etc., when applicable; or buildings, structures or other improvements to be added to the appraisal.
- (4) The value estimate.

h. Exclude non-compensable items.

i. Neither omits nor contradicts any factual data that was available to the appraiser.

j. Contain no conflicting statements or erroneous conclusion.

Prior to finalizing the estimate of just compensation, the reviewing appraiser shall obtain corrections or revisions of Appraisal Reports which do not substantially meet the requirements set forth in the VDOT Right of Way Manual. These shall be documented and retained in the parcel file.

The reviewing appraiser may supplement an Appraisal Report with corrections of minor mathematical errors as long as such errors do not affect the final value conclusion. The reviewer may also supplement the appraisal file where the following factual data have been omitted:

- a. Project and/or parcel number
- b. Parties to transaction, date of purchase, and deed-book to sale of subject property and comparable properties
- c. Statement that there was no sale of subject property in the past five years
- d. Location, zoning, or present use of subject property or comparable properties

The reviewing appraiser shall initial and date corrections and/or factual data supplements to the Appraisal Report. The reviewing appraiser may conclude a value other than that concluded in the appraisal only if the conclusion is supported by relevant market data and analysis in the review document.

The reviewing appraiser shall determine whether a remainder (or any part thereof) qualifies as an "uneconomic remnant" based on the following guidelines:

- a. An "uneconomic remnant" is a remainder which has little or no utility or value to the owner.
- b. Even though a parcel may be considered to have little or no value in the before situation, when the acquisition leaves a remainder, that remainder should be declared an "uneconomic remnant".

The reviewing appraiser shall place in the parcel file a signed and dated statement setting forth:

- a. An estimate of just compensation including, where appropriate, the allocation of compensation for the property acquired and for damages to remaining property.
- b. A listing of the buildings, structures, fixtures, and other improvements on the land which were considered part of the property to be acquired.
- c. A statement that the reviewing appraiser has no direct or indirect present or future interest in such property or in any monetary benefit for its acquisition.
- d. A statement that the estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.

All appraisal work performed by the Consultant must be completed by persons licensed in accordance with the licensing requirements set out in Section 54.1-2011 of the Code of Virginia (1950) as amended (the "Code"), and regulations adopted pursuant thereto.

The Consultant warrants that it will perform its work under the contract in a professional manner consistent with the standards of skill and care employed by similarly situated consultants in the area in which the work under the contract is to be performed.

3. Court Testimony

In the event that the testimony of the Appraiser, Review Appraiser, or their sub-consultant is required in any legal proceedings in connection with their performance under this contract, the Appraiser, Review Appraiser, or their sub-consultant will be required to appear as a witness on behalf of the City. The Appraiser, Review Appraiser, or sub-consultant shall keep such records with respect to each appraisal as may be required in connection with such preparation or testimony.

4. Eminent Domain Proceeding

If requested, the Appraiser, Review Appraiser, or their sub-consultant shall provide expert services, including expert testimony, as to the fair market value of the property and damages to the residence, if applicable, to acquire title to all properties. This service shall also include all pre- and post- trial activities involved in acquiring title to the property through eminent domain proceedings.

OFFERORS QUALIFICATIONS AND EXPERIENCE

Appraisers must demonstrate that they have the resources and capability to provide the materials and services described herein. All appraisers shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for their proposal to be deemed non-responsive and rejected. The following criteria must be met in order to be eligible for this contract.

- A. Appraiser **MUST** be listed on the Virginia Department of Transportation (VDOT) approved list of appraisers.
- B. Appraisers not having certified general staff will not be considered for this RFP.
- C. Appraisers shall provide copies of current license/certifications indicating that staff has at least one of the following designations making them eligible to operate in the Commonwealth of Virginia:
 - Certified General Appraiser
 - Licensed Residential Appraiser
 - Certified Residential Appraiser
 - OR equivalent certification or license
- D. Appraisal services requested shall be performed in accordance with current United States Department of Transportation/Federal Highway Administration guidelines and policies, Virginia Department of Transportation policies and procedures, and all applicable federal and state laws, and Uniform Standards of Professional Appraisal Practice (USPAP).
- E. Appraisers must have appraisal experience specific to eminent domain and have experience testifying as an expert witness.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Submission of Proposals

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

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

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

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

Questions and Inquiries

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

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

Addendum and Supplement to Request

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

Firm Pricing for City Acceptance

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

Proprietary Information

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

Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Offeror. Failure to sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN

A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

Preparation and Submission of Proposals

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

Miscellaneous Requirements

1. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
3. The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.
4. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

SPECIFIC PROPOSAL REQUIREMENTS

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

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

Cover Letter

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

Background and Project Summary Section

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

Methodology Section

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

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

Staffing Section

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

Qualifications

Please provide the following:

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

Pricing

Please complete the table below. Firms submitting for both Appraisal and Review Appraisal services must complete both columns:

PROPERTY TYPE	APPRAISAL	REVIEW APPRAISAL
Narrative Report-Residential property - strip acquisition with no damages		
Narrative Report-Residential property - strip acquisition with damages		
Narrative Report-Commercial property – strip acquisition with no damages		
Narrative Report-Commercial property – strip acquisition with damages		
Total Acquisition		
Acquisition Appraisal (no damages)		
Hourly rate (court, trial preparation, etc.)		

Format

Proposal should be submitted in the following format:

- Cover Letter
- Proposal sequenced in accordance with paragraphs above
- Forms as follows: **(All forms must be signed.)**
 - *Signature Sheet (Page 28)*
 - *Propriety/Confidential Information Identification (Page 29)*
 - *Exceptions to RFP (Page 30)*
 - *Anti-collision/Nondiscrimination/Drug Free Workplace Clauses (Page 31)*
 - *Proof of Authority to Transact Business in Virginia (Page 32)*

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.

- Qualifications, credentials, and related experience of the Offeror's key personnel. (35%) (Must be able to demonstrate experience as it relates to real estate appraisal services and other tasks named in the Scope of Work. Include quality of prior work, timeliness and cost control).
- Price of services offered. (15%)
- Approach to the task/operational plan. (25%)
- Overall quality and completeness of proposal based on the submittal requirements. (25%)

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

MULTIPLE AWARDS: It has been determined that having the services requested under this RFP provided by multiple Offerors is advantageous to the City. This Real Estate Appraisal Services RFP will be awarded to multiple Appraisers from this single solicitation.

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

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

ADDITIONAL INSTRUCTIONS

(Revised 10/17/19)

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. The Offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on CD, DVD, flash drives, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: proposals@suffolkva.us. ZIP files cannot be accepted.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: proposals@suffolkva.us. The subject line must show the proposal number and title.
3. **Late Proposals:** Proposals, if received by the City's Purchasing Division ("Purchasing") after the date and time specified, will not be considered. It will be the responsibility of the Offeror to see that their proposal is received by Purchasing as specified. There will be no exceptions. Electronic proposals show the date and time sent. This must be prior to the closing date published on the front cover.
4. **City Hall Closure:** Should the City's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the City, at the original scheduled hour, or as soon as connectivity is restored during normal business hours.
5. **Competition Intended:** It is the City's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Contract Officer in writing if any language requirement, specification, terms, conditions, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contract Officer prior to the date set for proposals to close.
6. **Contract Quantities:** The quantities specified in the RFP are estimates only unless otherwise clearly noted, and are given for the information of Offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the Offeror of his obligation to fill all orders placed by the City, except as clearly noted.
7. **Delivery:** The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the Offeror shall so state.
8. **Offeror's Qualifications:** Only proposals from established Offerors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Offeror shall demonstrate

that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

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

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

9. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.
10. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the Offeror's risk and expense.
11. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
12. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The Offeror agrees that its contract performance shall be in strict conformance with the contract documents.
13. **Rights to Damages:** By signing its proposal, the Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
14. **Anti-collusion:** The Offeror certifies by signing its proposal that the proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and

imprisonment, as well as civil damages. Should sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud has occurred.

15. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the proposal. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the Offeror from this procurement.

16. **Debarment Status:** By submitting a proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
17. **Ethics in Procurement:** Offeror must provide written disclosure with their proposal if one of its officers, directors, trustees, partners, employees, or lenders is an employee or officer of the City of Suffolk or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Procurement Act) who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the Offeror.
18. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website http://apps.suffolkva.us/bids/bid_search_all.jsp It is the Offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated in the proposal.
19. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
20. **Award:** Award will be made to the Offeror considered by the City's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Professional Services as outlined in the Virginia Public Procurement Act.
21. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the electronic bulletin board located outside of the Purchasing Division and on the Purchasing web site: www.suffolkva.us/bids/.

22. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the Offeror and the City, which shall bind the Offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and the City on its part to order from such Offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
23. **City's Rights:** The City reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the City.
24. **Appeals Procedure:** Upon Offeror's request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, *et seq.* Contact the Contract Officer at once for assistance.
25. **Additional Conditions:** The Contract Terms and Conditions and all Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms in the Offeror's proposal. Any additional conditions an Offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that Offeror. Contractual documents submitted by the successful firm after an award will not be accepted.
26. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
27. **Governing Document:** The solicitation document maintained by Purchasing, in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.

CONTRACT TERMS AND CONDITIONS

1. **Conflict**: In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
2. **Alien employment**: Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
3. **Anti-Discrimination**: The Consultant certifies to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

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

1. During the performance of this contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Consultant will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the City.
5. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
6. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the City, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by the City, in writing.

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

7. **Conflicts of Interests:** The Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City. The City may not procure supplies, equipment, materials or other goods from a Consultant on the same project.
8. **Consultant's Failure to Perform:** Failure of the Consultant to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
9. **Contractual Disputes:** The Consultant shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

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

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

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

13. **Entire Agreement**: This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
14. **Exemption from Taxes**: The City is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating the City's tax exempt status will be furnished by the City upon request.
15. **Faith-based Organizations**: The City of Suffolk does not discriminate against faith-based organizations.
16. **Governing Law**: This contract shall be made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then

the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Consultant shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

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

18. **Independent Contractor:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the City.

19. **Insurance:** Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of the City by the Consultant, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the Consultant for the duration of the contract period; for occurrence policies. Claims made policies must extend reporting period for two (2) years after expiration date.

a. **General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

\$2,000,000 General Aggregate Limit
\$2,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.
Employers Liability, \$100,000/\$500,000/\$100,000

d. Umbrella/Excess Liability

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

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its officers, officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide 30 days' written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Consultant shall be subject to all of the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.
7. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any

act, omission or condition of premises which the parties may be held liable by reason of negligence.

8. The Consultant shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.

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

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

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

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

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

21. **Laws, Regulations:** Consultant shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
22. **License Requirement:** All firms doing business in the City are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260 or comrev@suffolkva.us.
23. **Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of City of Suffolk, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other

than performance of all Consultant's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Consultant under the resulting contract shall be the property of City or Suffolk; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

24. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Consultant shall either:
- a. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under this contract; or
 - b. Notify the City and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

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

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

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

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

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

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

26. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by the City, and the Consultant shall remain liable to the City for all costs which are incurred by the City as a result of the Consultant's negligent performance of any of the services furnished under the contract.
27. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Consultant, or the waiver by the City of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
28. **Safety:** All Consultants and sub-contractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
29. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays a task order for any reason for a continuous period of ninety (90) days or more, the City and Consultant will negotiate a mutually agreeable adjustment to the Consultant's fee.
30. **Severability:** If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.
31. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the City's Department of Parks and Recreation.
32. **Termination for Cause:** In the event that the Consultant shall for any reason or through any cause be in default of the terms of this contract, the City may give

Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this contract.

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

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

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

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

34. **COVID-19 Procedures:** All Consultants 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. Consultant'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. Consultant 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. Consultant 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 and that I have read and understood and agree to all the terms, specifications and conditions as set forth in the RFP and all addendums, except for items listed on the Exceptions to RFP page.

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

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

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

Complete Legal Name of Firm: _____

Address: _____

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

Email: _____

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

Signature: _____

EXCEPTIONS TO RFP

(RFP #22110-AG)

EXCEPTIONS:

Offeror must sign the appropriate statement below, as applicable:

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

Firm: _____

Date: _____

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

Firm: _____

Date: _____

Exceptions: _____

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

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. 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.
 - C. 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.

Name and Address of Bidder:	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 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