



Request for Proposal

City of Suffolk
RFP #21034-JA
November 16, 2020
Purchasing Division
442 West Washington Street, Room 1086
Suffolk, VA 23434-5237
Phone: (757) 514-7520 / Fax: (757) 514-7524
<http://www.suffolkva.us/739/Purchasing-Division>

Review and Update of the 2035 Comprehensive Plan

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 and title in the subject line.

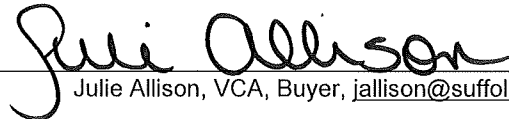
The City of Suffolk has issued this sealed Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified firms to provide a review and update of the City's 2035 Comprehensive Plan.

The Buyer, Julie Allison 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: jallison@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.

Proposals are due: 3:00 p.m., December 22, 2020

Non-mandatory Pre-Proposal tele-conference: 10:00 a.m., December 1, 2020

Contract Officer:



Julie Allison, VCA, Buyer, jallison@suffolkva.us

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

OFFEROR:

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 Offeror, if the offer is accepted within ninety (90) calendar days from the date of the receipt of proposals, to

furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The prior page 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 named in this RFP.

SOLICITATION DOCUMENTS

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.

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.

ELECTRONIC BID SUBMITTAL

An electronic document shall be submitted by e-mail attachment to 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 jallison@suffolkva.us. Do NOT send proposal directly to contracting officer. Paper proposals will not be accepted. Do not send printed copies of proposal.

NON- MANDATORY PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal teleconference on December 1, 2020, at 10:00 am.

Potential offerors are invited to call 1-408-418-9388. Participant access: 173-678-9662. Password (if requested) is 21034.

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

Review and Update of 2035 Comprehensive Plan

SECTION/TITLE

1.0	PURPOSE	4
2.0	BACKGROUND	4
3.0	COMPETITION INTENDED.....	5
4.0	TERM OF CONTRACT	5
5.0	SCOPE OF SERVICES.....	6
6.0	INSTRUCTIONS FOR SUBMITTING PROPOSALS	11
7.0	SPECIFIC PROPOSAL REQUIREMENTS.....	13
8.0	EVALUATION AND AWARD CRITERIA.....	15
10.0	ADDITIONAL INSTRUCTIONS.....	16
11.0	CONTRACT TERMS AND CONDITIONS	19
	SIGNATURE SHEET	29
	PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION	30
	ANTICOLLUSION.....	31
	PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	32

1.0 PURPOSE

In compliance with Section 15.2-2230 of the Code of Virginia, at least once every five (5) years, the Comprehensive Plan shall be reviewed by the local Planning Commission to determine whether it is advisable to amend the plan. In that regard the City of Suffolk, Virginia is requesting sealed proposals from qualified individuals and firms to provide consulting services for the Review and Update of the 2035 Comprehensive Plan for Future Land Use and Development as generally detailed in the attached proposed Scope of Services. The City of Suffolk's 2035 Comprehensive Plan was adopted on April 1, 2015.

Specific emphasis in the review should focus on the City's strategic interest including: *smart growth; quality of life; education; economic development; transportation; public utilities; public safety; housing; tourism; downtown, neighborhood and village revitalization; protection of natural and historical resources and environmentally sensitive areas; and fiscal analysis and impact.* In general, the scope of work should include the review and update of general background and existing conditions data and information; the review, modification and expansion of current plan elements; the preparation of new plan elements, and the preparation of appropriate strategies implementing the completed plan and elements contained therein. Current plan elements include: *Planning Principles, Values and Themes; Land Use and Growth Management; Place Types; Transportation; Municipal Facilities and Services; Housing; Natural and Cultural Resources; and Fiscal Impacts of the Plan.*

Qualified firms will have a thorough understanding and comprehension of current and innovative planning practice, community survey techniques, public participation strategies, fiscal impact testing and evaluation, and legislative authority specific to the Commonwealth of Virginia pertaining to planning, development and land use controls, per the Code of Virginia.

2.0 BACKGROUND

Yes Suffolk. This motto indicates the confidence with which the City is changing, growing, and adapting to new opportunities. Areas of rural landscape are being transformed into high technology centers. The historic downtown core is vibrant once again. Yet more than 75% of the City remains predominately agricultural. Change is occurring and the City is determined to manage and guide it to enhance the quality of its citizens' lives.

Comprehensive planning is central to the City's past success and to its future prosperity. The 2035 Comprehensive Plan has been the City's primary planning document, establishing the foundations for the City's current growth management strategy, and has served the City well after its adoption in April 2015.

The City of Suffolk, Virginia is located in Southeast Virginia in the geographic center of the Hampton Roads region. The City of Suffolk is large, consisting of approximately 430 square miles; and is bounded by the James River (and the City of Newport News) to the north, the Cities of Portsmouth and Chesapeake to the east, Isle of Wight and Southampton Counties to the west and the State of North Carolina to the south.

The City of Suffolk is diverse geographically with a variety of development patterns as a result of being the merged political jurisdiction of a rural county and small core city in 1974; and today includes urban, suburban and rural development patterns. As a result of the City's

location within the Hampton Roads Metropolitan Area, the extremely large size of the City, and the availability of developable lands, the City continues to face the pressures of rapid growth and its associated effects.

The City of Suffolk's population has grown tremendously over the past 20 years. Between 2000 and 2019 the population of Suffolk increased by 47.3% from 63,677 to an estimated 93,825. In comparison, during the same period the population of the Hampton Roads region grew by 10.0%. More recently, over the past 10 years, between 2010 and 2019, the City's rate of grow has slowed somewhat, increasing by an estimated 9,240 persons, a 10.9% increase. During this same period the City also continued to experience healthy commercial and industrial development.

The key smart growth principle on which the 2035 Comprehensive Plan is founded is a focused growth development pattern by which growth is managed and directed towards existing communities and facilities. Since its initial adoption in 1998 with the 2018 Comprehensive Plan, this fundamental growth management strategy has been very successful at providing a basis for controlling the previously sprawling landscape of the City. Specifically the City has designated two growth areas: one in the north and the other in the center. The Central Growth Area is focused around the historic core city, and the Northern Growth Area is focused around a recently maturing technology and distribution corridor. By accommodating development, the primary role of these growth areas is to provide a focus for development, reduce sprawl pressures in the rest of the City and provide for more efficient and effective delivery of city services. To further enhance the success of this strategy, each growth area is divided into a series of six use districts which provide greater guidance as to the type, patterns, uses and densities of development that should occur within these areas.

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 Senior Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) business days prior to the date set for acceptance of proposals.

4.0 TERM OF CONTRACT

This Contract shall be effective upon signing and shall continue in full force until all tasks related to the project are completed as determined by the City. During the term of this Contract, additional work not specified in the RFP may be required by the City for special projects. The fees and scope of work for each such project shall be negotiated separately and shall not exceed \$50,000.00 in total. Such work does not require a separate amendment to this contract.

5.0 SCOPE OF SERVICES

The successful offeror shall do, perform and carry out in a professional manner all components essential for reviewing, evaluating and updating the City's 2035 Comprehensive Plan. The evaluation of existing conditions (*including but not limited to existing land use and development patterns; housing; transportation facilities; public utilities; schools; public safety; public services and facilities; historic and natural resources, and sensitive environmental features; and economic development and job creation*); projecting future growth and land use patterns and the associated needs, demands and impacts; the formulation of appropriate growth management strategies and recommendations; and the development of the necessary fiscal model, testing and analysis of the selected preferred plan consistent with City's strategic interest are essential. This includes but is not limited to the review and update of general background and existing conditions data and information; review, modification and expansion of current plan elements and strategies; and preparation of new plan elements and strategies as appropriate. As a major element of this project, the City desires to solicit and enhance opportunities for citizen participation and input into the plan review and update and to develop consensus in the community for the future vision of the City. The following issues will require special review and consideration during the process of reviewing and updating the 2035 Comprehensive Plan.

- Review and update of general background and existing conditions data and information with substantial assistance from City staff.
- Review and update of plan elements that includes an information database which shall provide support for the review, monitoring and planning for adequate public facilities and level of service standards for public facilities and equipment, and the delivery of public services to include but not limited to transportation, schools, public safety, parks and recreation, libraries, and other municipal facilities and buildings.
- Review and update of the various plan elements of the 2035 Comprehensive Plan and the various Themes, Policies and Action statements contained therein to include incorporation of City Council's strategic interest including smart growth; quality of life; education; economic development; transportation; public utilities; public safety; housing; tourism; downtown, neighborhood and village revitalization; protection of natural and historical features and environmentally sensitive areas; and fiscal analysis and impact. Current plan elements include *Planning Principles and Themes, Land Use and Growth Management, Housing, Natural and Environmental Resources, Master Thoroughfare Plan, Municipal Facilities, Implementation, and Fiscal Impacts of the Plan*.
- Land use and build out analysis of future and preferred development scenarios using a mutually agreed on GIS based extension model.
- Develop, conduct, analyze and report on a community based visual preference survey pertaining to the look, feel and quality of the built environment, development patterns and land uses within the urban, suburban and rural landscape. The survey(s) should include the innovative use of new media and technological strategies as well as traditional tools for public participation and engagement.
- Development of an appropriate fiscal analysis format and model; and review, update

and prepare fiscal impact analysis of future and preferred development scenarios.

- Review and report on all land use and development related city codes and ordinances with regard to consistency with the Comprehensive Plan.
- Provide and implement a public participation and communications strategy as approved by the City. This should include the innovative use of new media and technological strategies as well as traditional tools for public participation and engagement. The public participation strategy should include plans to solicit, acknowledge, evaluate, and respond to public input and participation from a wide variety of interested individuals, interest groups and stakeholders.
- Assist in conducting and coordinating public input meetings, charrettes, workshops and other community participation activities as appropriate with interested individuals, special interest groups and stakeholders, with the specific number of meetings to be determined upon contract negotiations.
- Assist in conducting and coordinating meetings, charrettes, workshops and other activities as appropriate with formally appointed advisory, guidance and oversight committees, with the specific number of meetings to be determined upon contract negotiations.
- Assist in conducting and coordinating meetings, charrettes, workshops and other activities as appropriate with the City staff, with the specific number of meetings to be determined upon contract negotiations.
- Assist in conducting and coordinating meetings, charrettes, workshops and other activities as appropriate with the City's Planning Commission and City Council, with the specific number of meetings to be determined upon contract negotiations.
- Present the plan to the City's Planning Commission and City Council at work sessions and required public hearings to meet requirements expressed by State and local codes and ordinances, with the specific number of meetings to be determined upon contract negotiations.

1.1. Selected Key Issues and Points of Emphasis:

The following key issues and points of emphasis will require special review and consideration during the process of reviewing and updating the 2035 Comprehensive Plan.

- ✓ Review and update of Future Land Use and Development Plan to include management techniques for smart growth within a city experiencing accelerating impacts of development; review and update of growth area boundaries, capacity, permitted density of development, development patterns and types, rate and timing of development; establishment of Urban Development Areas in conformance with state code; management techniques promoting quality development and urban design, transit-oriented development, and rural and agricultural protection and preservation; management techniques promoting green and energy efficient development and construction; establishment of techniques and strategies for the management of the urban / rural interface; and consideration of land use patterns in adjoining

jurisdictions.

- ✓ Review and update, as mutually agreed, of existing rural villages, neighborhood and special area initiatives plans adopted as components to the 2035 Comprehensive Plan.
- ✓ Review and update of Master Transportation Plan to include thoroughfare and future road needs and improvements, level of service, connectivity, public transportation needs, an analysis of alternate modes of transportation such as bicycle and pedestrian facilities, the incorporation of a long-range multi-modal plan, corridors of State Significance, rail service, analysis and recommendation pertaining to the establishment of Urban Development Areas in conformance with state code, and transportation impact fees and proffers. The Master Transportation Plan element should also consider the incorporation and impact, as appropriate, recommendations contained in regional transportation plans.
- ✓ Review and update of Master Public Utility Plan to include existing and future service areas, and the provision of public water and sewer service to designated rural villages. The Master Public Utility Plan element should also consider the incorporation and impact, as appropriate, recommendations contained in regional water and sewer plans.
- ✓ Review and update of Public Facility Plan to include management techniques consistent with the City's smart growth strategies including future needs and improvements, level of service, delivery of services, siting and location criteria, the incorporation of green and energy efficient development techniques, and reconcile standards used for evaluating school capacity.
- ✓ Review and update of Economic Development Plan element to include an analysis and recommendation pertaining to the appropriate jobs to housing ratio; downtown, suburban and rural retail; mixed use development; high tech and emerging sector industries; warehouse and distribution; housing; and agriculture and farming related businesses.
- ✓ Review and update of Natural Features and Environmental Plan element to include the review and update of Chesapeake Bay Preservation Area Designation and Management Regulations; storm water runoff to include discharge and total maximum daily loads; groundwater and aquifer extraction and recharge; agriculture and open space; conservation easements; and greenways and blueways plans. The Natural Features and Environmental Plan element should also consider the incorporation and impact, as appropriate, recommendations contained in regional green infrastructure plans.
- ✓ Review and update of Historic and Cultural Resources plan element to include techniques for protecting and enhancing existing historical towns, villages, neighborhoods, and properties within the City.
- ✓ Review and update of a plan element pertaining to the look, feel and quality of the built environment, development patterns and land uses within the urban, suburban and rural landscape. This plan element should include an analysis of, and strategies

and techniques to manage the rural / urban interface.

- ✓ Review and update of a plan element in regard to a housing strategy to include the proper mix and balance of housing types and values, affordable and “work force” housing, neighborhood revitalization and redevelopment, and senior housing needs.
- ✓ Review and update of a plan element for agricultural and open space preservation programs.
- ✓ Prepare a plan element pertaining to the management of coastal resources and the incorporation of strategies to combat projected sea-level rise and recurrent flooding.
- ✓ Prepare a plan element incorporating strategies in support to the provision of broadband infrastructure and services.
- ✓ Prepare a plan element pertaining to the management and incorporation of alternative energy generation facilities, such as wind and solar into the City’s varying landscape.
- ✓ Consideration, and incorporation of as appropriate, of adopted regional plans such as, but not limited to transportation, utilities, environmental, and emergency management, etc.
- ✓ The updated plan shall be based on a 20-year time horizon.

1.2. Deliverables:

The final document(s) and product(s), as negotiated and mutually agreed to by the City and the successful offeror shall be in substantial accordance with the proposed Scope of Services. The contract shall include a schedule of deliverables and completion dates. The City reserves the right to negotiate for additional services and deliverables which may be required during the contract period. The final document(s) and product(s) shall generally consist of:

- Existing Conditions Report to include narrative, maps, charts and tables describing the current condition, circumstances, and level of service of various matters pertinent to the review and update of the 2035 Comprehensive Plan as specified in the Scope of Services.
- Public Participation / Input Report to include narrative, maps, charts, tables, illustrations and photographs describing the input, analysis and results of the public participation and communications strategy.
- Future Conditions Report to include narrative, maps, charts and tables describing the projected conditions, circumstances, needs, and level of service of various matters pertinent to the review and update of the 2035 Comprehensive Plan as specified in the Scope of Services. This report shall be coordinated with the results of the previously noted Cash Proffer Study being developed under separate contract.
- Visual Preference Survey and Report to include narrative, maps, charts, tables, illustrations and photographs describing the community preferences pertaining to the

look, feel and quality of the built environment, development patterns and land uses within the urban, suburban and rural landscape.

- Alternative Development Scenarios and Report to include narrative, maps, charts and tables describing a minimum of three (3) alternative development scenarios pertinent to the review and update of the 2035 Comprehensive Plan for consideration for selection as the Preferred Development Scenario that address the various issues, projections, and conclusions of the above noted Existing Conditions Report and Future Conditions Report as specified in the Scope of Services. The report will include a summary of the results of three alternative development scenarios using the Fiscal Analysis Model (see below) and will highlight key differences between alternatives and provide a platform for comparison of alternatives in the future.
- Land Use and Build Out Analysis Model to include the delivery of a user-friendly GIS based extension model / program / tool that will allow the City to review the results of various alternative development scenarios and easily update the known values of model inputs over time. The model will be compatible with the City's existing computer and IT infrastructure and systems, and shall include the delivery of all programs, files and license(s) necessary.
- Fiscal Analysis Model (Tool) and User's Manual to include the development and delivery of a user-friendly Fiscal Analysis Model, using Microsoft Excel software (or similar program as agreed to by the City) that will allow the City to review the results of various alternative development scenarios and easily update the known values of model inputs over time. The model will be compatible with the City's existing computer and IT infrastructure and systems, and shall include the delivery of all programs, files and license(s) necessary. The model will be customized for the City of Suffolk and will include a single sheet within the workbook for data input and updates. Formulas developed to forecast future revenues and projections will be fixed in the model, but will be set to account for updates and changes, and shall be documented in the User's Manual. Assumptions used throughout the model will be readily apparent to the user and adjustable, and shall be documented in the User's Manual. Revenue and expenditure functions that determine the outcome of the model will be based on their relationship with appropriate land uses. The noted User's Manual shall contain details of the functions that drive the model as well as instructions on how the model should be updated and maintained. This will include instructions on where new data should be input and where assumptions can be changed, as well as guidance on the effects of changing any assumptions or formulas.
- Updated and Revised Comprehensive Plan document to include narrative, maps, charts and tables compiling the results of the above noted Existing Conditions Report, Future Conditions Report, and Fiscal Analysis Report as specified in the Scope of Services.
- Updated and Revised Rural Villages, Neighborhood and Special Area Initiatives Plans adopted as components of the comprehensive plan.
- The noted Land Use and Build-Out Analysis Model shall be provided as a single digital copy stored permanently on a non-rewritable cd computer disk and shall include appropriate bookmarks and links therein, and shall include the delivery of all programs, files and license(s) necessary.

- The noted *Fiscal Analysis Model* shall be provided as a single digital copy stored permanently on a non-rewritable cd computer disk and shall include appropriate bookmarks and links therein, and shall include the delivery of all programs, files and license(s) necessary.
- All noted reports and documents shall be provided as a single digital copy of the publication in both Microsoft Office Suite product formats (Word, Excel, etc.) and PDF format stored permanently on a non-rewritable cd computer disk and shall include appropriate bookmarks and links therein.
- All noted maps and associated map layers and attributes shall be provided as a digital copy, in a format to be determined, that is compatible with the City's GIS system.

6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. 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. In lieu of email, electronic copies 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 jallison@suffolkva.us. Do **NOT** send proposal directly to contracting officer. Hard copy (paper) proposals will not be accepted.

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

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

B. Questions and Inquiries

Questions and inquiries pertaining to the Request for Proposals will be accepted from any and all firms via e-mail to jallison@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) days prior to opening date.

Julie Allison, 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.

C. Addendum and Supplement to Request

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

D. Firm Pricing for City Acceptance

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

E. Proprietary Information

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

F. 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.

G. 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; subject line should 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.

H. Miscellaneous Requirements

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

7.0 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the offeror's capabilities to provide the required services. 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.

A. Cover Letter

The offeror will complete and submit the signed Cover Sheet (Page 1) and submit it with 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 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.

C. Methodology Section

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

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

D. Staffing Section

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

E. Qualifications

The information requested in this section should describe the qualifications of the firm, and any subcontractors, in performing contracts within the past three (3) years that are similar in size and scope to that requested in the RFP. Information shall include 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. Furnish a list of a minimum of five (5) projects specifically in the size and scope of this RFP. Information shall include:
 - Client name
 - Project description/summary
 - Project start and end dates
 - Client project manager name, email, and telephone number
 -

F. Format

Proposal should be submitted in the following format:

- Cover Sheet and Cover Letter (A)
- Proposal sequenced in accordance with Paragraphs B-E above
- City Forms as follows: (All forms must be signed.)
 - *Signature Sheet (Page 26)*
 - *Propriety/Confidential Information Identification (Page 27)*
 - *Anticollusion/Nondiscrimination/Drug Free Workplace Clauses (Pg. 28)*
 - *Proof of Authority to Transact Business in Virginia (Page 29)*

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. Weights to each rating will be applied as indicated below:

- Capability to perform the requested services as generally described in the Scope of Services (15%)
- Qualification of the offeror's project team including recent experience of the offeror in conducting similar scope, complexity, and magnitude for other public agencies (15%)
- Qualifications of the key project team members and individuals to be assigned to the project including educational background, work experience, and work directly related to the requested services as generally described in the Scope of Services (20%);
- Project Approach (15%)
- Fee Proposal and Schedule; and (25%)
- Overall quality and completeness of proposal (10%)

Once each member of the Evaluation Committee has independently read and rated each proposal and completed an Evaluation Matrix for each offeror, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the firms for further consideration—the short-list.

At this point, the Evaluation Committee will conduct interviews and/or discussions with the top ranked firms.

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 reason for basis of 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 be expected to execute and return the contract documents to the City within ten (10) business days of receipt.

10.0 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. 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 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-consultants
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the offeror's financial statement, experience and/or plant and equipment.
- Offeror does not meet project-specific requirements, as identified in the solicitation.

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

the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

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

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

11.0 CONTRACT TERMS AND CONDITIONS

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

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

1. During the performance of this contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Consultant will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the City.
5. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
6. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the City, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by the City, in writing.

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

7. **Conflicts of Interests:** The Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City. The City may not procure supplies, equipment, materials or other goods from a Consultant on the same project.

8. **Consultant's Failure to Perform:** Failure of the Consultant to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

9. **Contractual Disputes:** The Consultant shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

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

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

10. **Copyright Protection:** Consultant agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

11. **Default:** In event of default by Consultant, the City reserves the right to procure the goods and/or services from other sources, and hold Consultant liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the Consultant from additional remedies that may be allowed by law.

12. **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.

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

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

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

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

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

a. General Liability

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

Minimum Limits

\$2,000,000 General Aggregate Limit
\$2,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

b. Automobile Liability

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

Minimum Limits

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

c. Workers' Compensation

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

d. Umbrella/Excess Liability

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

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its officers, officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide 30 days' written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Consultant shall be subject to all of the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.
7. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
8. The Consultant shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.

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

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

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

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

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

21. **Laws, Regulations:** Consultant shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
22. **License Requirement:** All firms doing business in the City are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260 or comrev@suffolkva.us.
23. **Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of City of Suffolk, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Consultant under the resulting contract shall be the property of City or Suffolk; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.
24. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Consultant shall either:
 - a. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under this contract; or
 - b. Notify the City and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

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

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

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

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

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

26. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by the City, and the Consultant shall remain liable to the City for all costs which are incurred by the City as a result of the Consultant's negligent performance of any of the services furnished under the contract.

27. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Consultant, or the waiver by the City of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.

28. **Safety:** All Consultants and sub-contractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that

may cause injury or damage to any persons or property within and around the work site area under this contract.

29. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays a task order for any reason for a continuous period of ninety (90) days or more, the City and Consultant will negotiate a mutually agreeable adjustment to the Consultant's fee.
30. **Severability:** If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affect hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.
31. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the City's Project Manager for each task in the format and number of copies as directed by the task statement of work.
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.

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: _____

E-mail Address: _____

Signature: _____

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.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title