



CITY OF SUFFOLK

PURCHASING DIVISION

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, T: (757) 514-7520; FAX (757) 514-7524

REQUEST FOR PROPOSAL

TITLE: Engineering Services – Road Design

ACCEPTANCE DATE: Prior to 5:00 p.m. - July 20, 2010 “Local Verizon Time”

RFP NUMBER: 2011-00043

ACCEPTANCE PLACE: Department of Finance
Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

Requests for information related to this Invitation should be directed to:

Cindy L. Norfleet, CPPB
Senior Buyer
(757) 514-7522
Email address: cnorfleet@city.suffolk.va.us

This document can be downloaded from our web site: www.suffolk.va.us/bids/index.jsp

Issue Date: July 1, 2010

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.

If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your proposal to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

REQUEST FOR PROPOSAL

Engineering Services – Road Design

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Prepared by Cindy Norfleet, CPPB, Buyer II

Date: July 1, 2010

1.0 PURPOSE

The intent of this Request for Proposal is to obtain professional engineering services from qualified firms primarily associated with the design and preparation of plans and specifications for construction of roads, parking lots, stormwater, sanitary sewer, water traffic signal design, traffic signal coordination time plan preparation, and any other related projects. Additional services may include preparation of permits and other documents related to stormwater management and development plan review.

It is the intent of the City to establish a contract with a minimum of three (3) firms. Once under contract, the firms will be required to perform engineering services throughout the contract period on an as needed basis. Contractors will normally be selected on a rotating basis for individual task within each service group; however, the City, at its sole discretion, reserves the right to select contractors out of rotation when deemed to be in the best interest of the City.

Individual task orders under this contract shall not exceed \$1 million per task order. The total sum of all projects performed in one contract term shall not exceed \$5 million in accordance with the Virginia Public Procurement Act §2.2-4301. A City purchase order will be issued for each task prior to the start of work.

2.0 BACKGROUND

Since the City took over ownership of its roads from the Virginia Department of Transportation (VDOT) on July 1, 2006, the Department of Public Works has on-going requirements for professional engineering services for the preparation of plans and specifications for construction of roads and other related services. It is the intent of this contract to provide professional consulting services on an as needed basis and to provide engineering design on road design projects.

3.0 COMPETITION INTENDED

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

4.0 CONTRACT PERIOD

The contract shall cover the period beginning August 1, 2010 (or upon receipt of signed Agreement) and continuing through July 31, 2011. This contract may be renewed based on the terms and conditions herein at the expiration of its term by mutual agreement of the Contractor and the City. The contract may be renewed for two (2) additional year periods for a maximum of three (3) years through March 31, 2015.

The initial term of the contract is limited to one (1) year or when the cumulative total project fees reach the maximum cost authorized in this paragraph, whichever occurs first. Each contract shall have an option to extend the terms of the existing contract to all

completion of any work undertaken but not completed during the original term of the contract. Under this contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed, (b) the sum of all projects performed in one contract term shall not exceed \$5 million; and (c) the project fee of any single project shall not exceed \$1 million. Any unused amounts from the first contract term shall not be carried forward to the additional term.

5.0 SCOPE OF SERVICES

For each project proposed by the City, the Engineer shall provide a written description of the services to be provided, the associated schedule for the completion of the services, and a fee proposal supported by manhours in each category. Fees and schedules for individual projects shall be subject to negotiation; if mutually acceptable terms are not achieved, the City reserves the right to obtain the necessary services from other sources. A separate Notice to Proceed shall be established for each project, subject to the availability of funds.

Although the final terms and tasks will be subject to negotiation, and the scope of work may vary with each project, typical tasks may include: research and field investigation; surveying; design; hydraulic modeling; down stream flow analysis; cost estimate(s); preparation of bid documentation, plans and specifications; conducting public presentations; regulatory approvals and permits; easement sketches; perform environmental site assessments and prepare plats for right of way and easement dedication; preparation of addenda; evaluation of bids; coordination of necessary change orders; review of invoices; periodic site inspection (City shall generally provide daily inspection); and the preparation and submission to the City of record drawings on Mylar and/on Auto Cad.

The City will notify the applicable contractor when work is required. The contractor shall respond to the City within forty-eight (48) hours after notification. The City will schedule a meeting with the contractor and the appropriate City representative(s) to discuss the required work. Based upon those discussions the contractor shall submit to the City a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the contract. The estimate shall contain the estimated number of hours broken out by category of service, firm hourly rates for each category, a narrative describing work to be performed and estimated time for completion. After review and acceptance of the proposal, the City will issue a purchase order to perform the work. The proposals shall be prepared at no cost to the City,

6.0 CONTRACTOR QUALIFICATIONS

Any offeror wishing to submit a proposal and be considered for this solicitation shall have had successful experience within the past three (3) years on projects of similar size and scope relating to the service groups for which they are seeking consideration. Because of the potential design complexity associated with these projects, offers from engineers who have prior successful experience with in the design of highways, including crossing of wetlands and waterways, will be given greater consideration when evaluating the proposals.

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

7.1 Submission of Proposals

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. Be sure proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. It is the responsibility of the Offeror to insure proposals are received by the Purchasing Division BEFORE the hour specified on the acceptance date. Proposals may either be mailed to: P.O. Box 1858, Suffolk, Virginia 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.

7.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, that all questions are received five (5) days prior to opening date.

The Senior Buyer, Cindy Norfleet, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. Accordingly all questions and/or comments should be directed to the Buyer's 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.

7.3 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 www.suffolk.va.us.

7.4 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for 120 days from proposal receipt date.

7.5 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.

7.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually 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.

7.7 Preparation and Submission of Proposals

- a. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- b. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- d. 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.

Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Purchasing Division prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- e. Each firm shall submit one original and five (5) copies of their proposal to the City's Purchasing Division as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

One electronic original copy shall be included in the proposal package.

A redacted original and electronic copy shall also be included in the proposal package. All information marked proprietary shall be removed from the original and electronic redacted copies.

7.8 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.9 Registering of Corporation

Any corporation transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733.

7.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

7.11 Rights of the City

The City reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the City.

7.12 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The City reserves the right to determine the responsiveness of any deviation.

7.13 Miscellaneous Requirements

- a. 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.
- b. 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.
- c. 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.

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.

7.14 Announcement of Award

Market A Notice of Award will be posted on the City's web site and on the bulletin board located in the Purchasing Division, Room 266, 441 Street, Suffolk, Virginia.

7.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.16 Inclement Weather/Closure Of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

7.17 Use of Contract by Other Public Bodies

deal of the Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor shall directly with the public body concerning the placement of orders, issuance purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute,

ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

7.18 Taxes in Arrears

No bid or proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

8.0 **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:

8.1 Signature Sheet and Cover Letter

The offeror shall complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and Signature Sheet, as well. The letter must stipulate that the proposal price(s) will be valid for a period of at least 120 days. Indicate the address and telephone number of the Contractor's office.

8.2 Qualifications of Consultant or Firm

The offeror shall provide, as a minimum, the following information:

a. Management Skills and Technical Expertise

- A list of projects completed within the past three (3) years that best illustrate capabilities, including description, scope, and project cost.
- Information on delivery of projects on time and within budget. Provide execution time (contract/actual); construction costs (estimated/actual); and any problems encountered and solutions required to resolve these problems.
- Client's contact information
- Awards and letters of commendation received

b. Credentials of Project Team

- Identification of Project Manager
- Staffing plan: Project Engineer, Civil, Environmental, Highways and Bridges, Structural, Surveying, Cost Estimating
- Project Manager's portfolio of related projects
- Project Manager's resume
- Resumes of key project staff members, including experience with City of Suffolk projects

8.3 Approach to Task

- a. Provide a summary of a maximum of five (5) projects specifically with compliance to Virginia Department of Transportation (VDOT) specifications for roadways with wetland and water way crossings. Include key designated personnel and owner contact information.
- b. Provide a typical operational plan for a road design project which demonstrates the offeror's capabilities, effectiveness and efficiencies for the offeror's proposed scope of services. Narrative shall include:
- Overview of proposed procedures
 - Level of detail proposed for reporting format
 - Utilization of resources, including manpower, controls and schedules to insure that all work will be performed in the most cost effective and timely manner

8.4 Capability of Timely Response

Provide the following information:

- a. Proximity of offeror's office to the City's Municipal Center, 441 Market Street, Suffolk, Virginia 23434.
- b. Acknowledgement and understanding of required response times as set forth in Section 5.0 Scope of Services.

8.5 Overall Quality and Completeness of the Submitted Proposal

In addition to experience, knowledge, and capabilities of the offeror, proposals will be reviewed and evaluated for:

- Completeness
- Attention to detail
- Clarity
- Organization
- Appearance

9.0 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 service group on the basis of the criteria listed below.

- a. Management skills and technical expertise (30 points)
- b. Credentials of project team (25 points)
- c. Approach to task (and understanding of requirements) (25 points)
- d. Capability for timely response (15 points)
- e. Overall quality and completeness of proposals (5 points)

Once each member of the Evaluation Committee has independently read and rated each proposal and completed a proposal evaluation matrix form, 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 (usually the top three to five depending upon the number of proposals received).

If an offeror is selected for interview/discussion, that offeror shall submit to the City, their non-binding fee/rate schedule. The individual offeror's fee/rate schedule should include a rate for all labor categories that the offeror anticipates using on the project.

After the interviews, the Evaluation Committee will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked firms in each service group. If a contract acceptable to the City cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with those firms and negotiations conducted with the next ranked firm, and so on. City staff will conduct all subsequent negotiations and will make a recommendation for the resulting contract award. The rankings shall remain confidential until after the contract award.

10.0 CONTRACT TERMS AND CONDITIONS

10.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Project Manager or his authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Project Manager or his authorized representative(s) acting within their authority for the City. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.

10.2 Insurance

The successful offeror shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion 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.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 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 offeror, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

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

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

d. Professional Liability

1. The successful offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.

2. The City policy shall be endorsed to include the City's officials, officers, agents and employees as insured. The E&O Policy shall include the successful offeror and the offeror's subcontractors of every tier as the offeror designated in the declarations.
3. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
4. Notice of Cancellation and/or Restriction The policy must be specifically endorsed to provide the City with fortyfive (45) days' notice of cancellation, nonrenewal, change in coverages, and/or restriction.

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 offeror'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 coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

7. 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.
8. 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.
9. The offeror 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.
10. 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.
11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

10.3. Indemnification/Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright

10.4 Notice of Required Disability Legislation Compliance

City of Suffolk government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Suffolk, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects

qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

10.5 Anti-Discrimination

By submitting their bids, bidders certify 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).

In every contract over \$10,000 shall include the following provisions:

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

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10.6 Ethics in Public Contracting

The provisions contained in Sections 2.24367 through 2.24377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this City. A copy of these provisions may be obtained from the Purchasing Agent upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1348 et. seq.), the Virginia Governmental Frauds Act (§18.2498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

10.7 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

10.8 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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.

10.9 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

10.10 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 behalf of the contractor that the

contractor maintains a drug-free workplace; and (iv) 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 subcontractor or vendor.

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

10.11 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the City's tax exempt status will be furnished by City of Suffolk upon request.

10.12 Faith-Based Organizations

City of Suffolk does not discriminate against faith-based organizations.

10.13 Modifications

There may be no modification of this contract except in writing executed by the authorized representative of the City and Contractor.

10.14 Invoicing and Payment

The firm 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 firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Suffolk, Virginia
Department of Finance
P.O. Box 1858
Suffolk, Virginia 23439

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

10.15 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

10.16 Assignment of Contract

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

10.17 Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

10.18 Record Retention/Audits

The contractor shall retain, during the performance of the contract and for a period of seven years from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such records shall be available on demand and without advance notice during normal working hours.

The City may perform in-progress and post-contract audits of the contractor's records as a result of a contract awarded pursuant to this RFP. Such records shall be available on demand and without notice during normal working hours.

10.19 Ownership of Documents

Any reports, specifications, blueprints, negatives or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Suffolk, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Contractor under the resulting contract shall be the property of City or Suffolk; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

10.20 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

10.21 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

10.22 Changes and Additions

It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

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

10.23 Conflict of Interest

Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.

10.24 Responsibility of Contractor

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

10.25 Controlling Law; Venue; Pending/during Litigation

This Agreement is 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 Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

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

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:** _____

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

September 1, 2010

Ms. Kirsten Tynch, PE, PTOE, LEED AP
Woolpert, Inc.
676 Independence Parkway, Suite 100
Chesapeake, VA 23320

Dear Ms. Tynch:

It is the intent of the City of Suffolk to negotiate a contract with Woolpert, Inc. for engineering services related to road design per the City's Request for Proposal dated July 20, 2010. Please submit your fee proposal to me no later than Wednesday, September 8, 2010.

If you have any questions, please contact me at (757) 514-7522.

CITY OF SUFFOLK, VA

Cindy L. Norfleet, CPPB
Senior Buyer

September 1, 2010

Mr. Christopher Garrett, PE
URS Corporation
277 Bendix Road, Suite 500
Virginia Beach, VA 23464

Dear Mr. Garrett:

It is the intent of the City of Suffolk to negotiate a contract with URS Corporation for engineering services related to road design per the City's Request for Proposal dated July 20, 2010. Please submit your fee proposal to me no later than Wednesday, September 8, 2010.

If you have any questions, please contact me at (757) 514-7522.

CITY OF SUFFOLK, VA

Cindy L. Norfleet, CPPB
Senior Buyer

September 1, 2010

Mr. David A. Bradshaw, PE
Clark ♦ Nexsen Architecture and Engineering
6160 Kempsville Circle, Suite 200A
Norfolk, VA 23502

Dear Mr. Bradshaw:

It is the intent of the City of Suffolk to negotiate a contract with Clark ♦ Nexsen Architecture and Engineering for engineering services related to road design per the City's Request for Proposal dated July 20, 2010. Please submit your fee proposal to me no later than Wednesday, September 8, 2010.

If you have any questions, please contact me at (757) 514-7522.

If you have any questions, please contact me at (757) 514-7522.

CITY OF SUFFOLK, VA

Cindy L. Norfleet, CPPB
Senior Buyer

September 22, 2010

Mr. Stewart A. Lassiter, PE
Johnson, Mirmiran & Thompson
9201 Arboretum Parkway, Suite 140
Richmond, VA 23236

Dear Mr. Lassiter:

It is the intent of the City of Suffolk to negotiate a contract with Johnson, Mirmiran & Thompson for engineering services related to road design per the City's Request for Proposal dated July 20, 2010. Please submit your fee proposal to me no later than Tuesday, September 28, 2010.

If you have any questions, please contact me at (757) 514-7522.

If you have any questions, please contact me at (757) 514-7522.

CITY OF SUFFOLK, VA

Cindy L. Norfleet, CPPB
Senior Buyer