REQUEST FOR PROPOSAL
ON-LINE SURPLUS AUCTION SERVICES

ACCEPTANCE DATE: Prior to 5:00 p.m. November 21, 2008 “Local Verizon time”

RFP NUMBER: 2009 - 00445

ACCEPTANCE PLACE: Department of Finance
Purchasing Division, Room 266
441 Market Street
Suffolk, Virginia 23434

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

Ivy G Crawford, Buyer I
(757) 514-7520
Email address: icrawford@city.suffolk.va.us
This document can be downloaded from our web site:
www.suffolk.va.us

Issue Date: October 24, 2008

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 bid 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

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BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

Prepared by Ivy G Crawford, VCA, Buyer I Date: October 24, 2008
1.0 PURPOSE
It is the intent of this Request for Proposals (RFP) and resulting annual contract to obtain the services of a qualified firm to provide a comprehensive web-based online auction service for the purpose of selling surplus or seized and forfeited property for the Purchasing Division, multiple city departments and the Suffolk Police Department.

2.0 BACKGROUND
The City of Suffolk has a small surplus property program that generated the following revenue over the last three fiscal years:

2005-2006  $ 125,378.37
2006-2007  $ 206,535.12
2007-2008  $  76,612.13

The revenue is generated from semi-annual automotive and heavy equipment auctions and from the Suffolk Police Departments quarterly seized and surrendered property sales.

The City of Suffolk does not have a warehousing facility to store, package and ship surplus items.

It is anticipated that the City of Suffolk would like to utilize and maximize the online method for the items that are available under this type of surplus disposal.

Surplus property to be sold using this method of disposal is generated from City of Suffolk general government and may include any assets that are seized and subsequently forfeited by the Suffolk Police Department.

The City of Suffolk, Purchasing Division is responsible for disposal of all items declared surplus. Currently a Buyer in the Purchasing office and a Sergeant in the Police Department coordinate the disposal of assets using the surplus auction method of disposal.

The successful offeror for the on-line auction will work directly with Purchasing Office staff to coordinate payment and pickup of assets purchased.

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 SCOPE OF WORK
4.1 The Successful Offeror shall provide all labor, materials and supervision necessary to provide a program which addresses but is not necessarily limited to the following services:
A. Provide online auction service to be used primarily for disposal of surplus property and for seized and unclaimed property. Such property may include:

1. Office equipment, office furniture, office supplies, etc.
2. Cars, trucks, vans, heavy equipment and other vehicles.
3. Computers, Monitors and Printers
4. Maintenance equipment and supplies
5. Seized or unclaimed vehicle parts
6. Seized or unclaimed camera, stereo equipment
7. Seized or unclaimed bicycles
8. Seized or unclaimed hand tools
9. Miscellaneous specialized and unique items

B. Demonstrated extensive prior expertise in design and maintenance of on-line property auctions including:

1. Hardware and Software
2. Technical support and installation
3. Training in the use of the proposed system
4. Troubleshooting and maintenance
5. Customer Support

C. Maintain website accessibility rate of at least 98%. Offerors should provide a list of the number of other agencies preferably governmental which the Offeror has currently and previously done business.

D. Document at least three (3) years of commercially viable experience in the operation of online auctioning services. Such experience shall include posting on Offeror’s web site(s), operation of an online bidding system permitting continuous, 24 hour, real-time bidding and validation of bids and documentation of high bidder and supporting documentation for the City of Suffolk to collect monies owed.

E. Document the number of individual users who have registered with the Offeror and are qualified to bid as well as the monthly “unique visitors” to the website(s).

F. Document the ability to incorporate digital photography into the advertisements for individual items put up for auction, maintenance of complete and accurate records of the bidding for each of the auction items and chronology of the bidding for each of the auction items.

G. Document the successful development, installation and maintenance of adequate information systems on its website(s) to guide prospective bidders through the entire survey, bidding, award of bid, payment, delivery and general information requirements of prospective bidders as well as a customer service function for the benefit of bidders. Offerors must also document its capability to include information modules on its
website for the City to track status of items listed for auction sales and provide for an 800 number for customer service.

4.2 The Successful Offeror should maintain and manage the online auction services to include:

A. Auction format similar to established current on-line auctions (i.e., E-bay) with familiar prompts and navigation for easy access to auction items.

B. Pre-qualify and register all bidders so that bid manipulation and shill-bidding are eliminated and provide fraud detection and prevention features.

C. Provide various reporting options to include: current postings, closed listings, year to date sales, monthly sales and all assets sold.

D. Provide marketing services to include print ads, on-line ads, and trade publications and telemarketing if requested.

E. Provide Certified GPPA (Graduate Personal Property Appraiser) services if requested.

F. Provide monthly billing in the form of an invoice that identifies the item sold, assigned inventory ID number if applicable, date sold, fee charged, verification numbers and any credits owed to the City of Suffolk.

G. Provide toll-free number to contact for customer services assistance or to resolve billing questions.

H. Provide ability for the City to set minimum bid levels.

I. Provide dedicated Customer Service representative.

4.3 The City of Suffolk will actively participate in the utilization of the services by dedicating a Surplus Property Coordinator that will administer the postings, auction length, billings, revenue collection and other necessary tasks and coordinating the completion of the sale with the successful high bidder.

4.4 All surplus items are sold “As Is – No Warranty – Where Is” and all sales are final, no returns and no exchanges. The offeror shall pick up and warehouse surplus items other than vehicle and large equipment until transaction has been completed.

5.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

5.1 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 and sealed. 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 266, Suffolk, Virginia 23434.

5.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquiries 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.

Ivy G Crawford, VCA, Buyer I 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.

5.3 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.

5.4 Firm Pricing for City Acceptance

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

5.5 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.

5.6 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.

5.7 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 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 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 three (3) copies of their proposal (including price 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 266 of the Finance/Purchasing Department and/or on the City’s web site, www.suffolk.va.us for a minimum of ten days.

5.15 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.

5.16 Debarment

By submitting a proposal, the Contractor is certifying that he is not currently debarred by the City. A copy of the City's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

5.17 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.

5.18 Use of Contract by Other Public Bodies

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 deal directly with the public body concerning the placement of orders, issuance of the 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.

6.0 SPECIFIC PROPOSAL REQUIREMENTS

Offerors shall submit a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

The Offeror should include in their proposal the following:

6.1 Table of Contents

All pages are to be numbered.

6.2 Introduction

The Offeror should include in their proposal a cover letter – on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

The Offeror shall include the Proposal Signature Sheet and the Proprietary/Confidential Information Identification form.

6.3 Executive Summary

Provide a detailed response to Scope of Services. The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exception, referenced to the paragraph number in a sub section titled “Exception” (see page 23).

a) A Training Plan.

b) 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.

c) General listing of items not suitable for sale on site.

d) Policy on establishment of minimum or reserve bids.
e) Credit policies and procedures applied to the City of Suffolk for bidders who do not complete sale after award.

f) Ability to generate Bill of Sale or Invoices for items sold.

g) Provide information on the number of active/current bidders.

h) Provide information on the number of “hits” per month to the site.

i) Provide information on the number of bidders that default a year.

j) Provide information on the process used in order to allow a bidder to place bids. I.e. Credit checks, etc.

k) Information to support financial status of Offeror.

l) Information on the size of the firm and physical locations.

m) Provide information on current governmental agencies that utilize your services.

n) Provide information on bidder registration policy.

o) Provide information on current bidder default rates and the process used to limit bidders from defaulting on finalized sales.

p) Provide information on any marketing services that are available from your firm.

q) Provide information on any additional services your firm can provide.

6.4 **Staffing Section**

Provide a list of individual(s) who will be working on this project and indicate the level/title of each member, and the function that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they may begin work.

6.5 **Pricing**

Offerors are to propose at a minimum the following prices:

a) Price per auction (listing fee)

b) Standard Commission Fee
c) Any other fees that may be charged to the City of Suffolk

d) Training Fee’s

e) Start-up cost is applicable

f) Advertising costs in order to generate interest in unique surplus items

7.0 EVALUATION AND AWARD CRITERIA

The City’s Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. Two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

- Compliance with RFP requirements
- Understanding of the project and recent experience in conducting similar scope, complexity, and magnitude for other public agencies
- Implementation Services, project approach, project management, project team, current workload and ability to complete required work, customer services offered, training
- Educational background, work experience, directly related appraisal services, clients (number and size) in state and local government environments, financial stability of firm
- Price
- References

Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror, the City shall select the offeror which, in its opinion, has made the best proposal, and will award the contract to that offeror. Should the City determine, in its sole discretion, that 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 City of Suffolk is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful firm will be expected to sign a contract with the City of Suffolk. The successful firm shall execute and return the contract documents to the City within ten (10) days of receipt. The City reserves the right to include additional terms and provisions, as negotiated.

8.0 CONTRACT TERMS AND CONDITIONS

8.1 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.

8.2 Contract Period

The contract shall cover the period beginning immediately and continuing through December 31, 2010. 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 three (3) additional one-year periods for a maximum five (5) years through December 31, 2013.

8.3 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.

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
$500 Bodily Injury/Property Damage per claimant (min.)

b. Umbrella Excess Liability

Minimum Limits: $2,000,000

c. Data or Network Insurance

Legal liability to others. This covers damage done to others as a result of security lapses on your network. For instance, if a hacker breaks into your network and uses your servers and routers to launch a denial of service attack on another company, or if someone at your firm unwittingly passes on an e-mail virus to the outside world, the coverage would safeguard you against any resulting lawsuits.

d. Automobile Liability
Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

Minimum Limits: $1,000,000 Combined Single Limit

e. **Workers’ Compensation**

Limits as required by the Workers’ Compensation Act of Virginia.

f. **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 firm 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 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 annual aggregate and that the coverage be kept in force for three (3) years beyond the end of the contract.

4. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days’ notice of cancellation, non-renewal, change in coverages, and/or restriction.

g. **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 Manager.

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

8.4 Hold Harmless Clause

The offeror shall, during the term of the contract, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

8.5 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

8.6 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.

8.7 Ethics in Public Contracting
By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. (Code of Virginia 2.2-4367)

8.8 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.

8.9 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.

8.10 Antitrust

By entering into a contract, the contract 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.

8.11 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.

8.12 **Exemption from Taxes**

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

8.13 **Faith-Based Organizations**

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

8.14 **Modifications**

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

8.15 **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 in duplicate to the following address:

City of Suffolk, Virginia  
Finance Department  
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.

8.16 **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.

8.17 **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 non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

8.18 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.

8.19 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract
document shall not affect the validity of any other provision or portion of the contract document.

8.20 **Applicable Laws**

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.
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:____________________________________
Name of Firm/Offeror: ________________________________________________

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

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EXCEPTIONS TO RFP
(RFP #2008-)

Name of Firm/Offeror:____________________________________________

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the Request for Proposal (RFP), including all musts, shalls, and shoulds, and any amendments as issued, without exception.

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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: ( )

Fax Phone Number: ( )

Title

FIN/SSN#:

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

Is your firm Woman Owned?   Yes   No
Is your firm a Small Business?   Yes   No
## References for:

Offerors shall provide references on this form.

1. **Firm Name**:  
   - Contact:  
   - Title:  
   - E-mail:  
   - Project Name:  
   - Mailing Address:  
   - Phone:  
   - Fax:  

2. **Firm Name**:  
   - Contact:  
   - Title:  
   - E-mail:  
   - Project Name:  
   - Mailing Address:  
   - Phone:  
   - Fax:  

3. **Firm Name**:  
   - Contact:  
   - Title:  
   - E-mail:  
   - Project Name:  
   - Mailing Address:  
   - Phone:  
   - Fax:  

4. Firm Name ________________________________
Contact ________________________________
Title ________________________ E-mail ____________________
Project Name ________________________________
Mailing Address ________________________________
Phone __________________________ Fax ____________________

5. Firm Name ________________________________
Contact ________________________________
Title ________________________ E-mail ____________________
Project Name ________________________________
Mailing Address ________________________________
Phone __________________________ Fax ____________________