NOTICE

To All Private Enterprises

The City of Norfolk (the "City") desires to **procure Environmental Conservation Services.** The City invites all persons or firms to respond to the Request for Proposals ("RFP") **4288-0-2014/WT** by submitting a proposal consistent with the terms and conditions of this solicitation herein set forth.

A **Pre-proposal Conference: N/A**

RFP Closing Date and Time: **December 30, 2013, 2:00 p.m. Eastern Time**

Request for Proposal 4288-0-2014/WT

Environmental Conservation Service

Buyer: Wendy Turner
V: 757-664-4021
F: 757-664-4018
wendy.turner@norfolk.gov

Issued: December 12, 2013

RFP CLOSING DATE AND TIME: December 30, 2013
2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: _____
Signature Type or Print Name

_____
Email Address Telephone Number

_____
Company Name

_____
Company FEI/FIN#

RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the offeror unopened. Proposal shall be delivered to: **Office of the Purchasing Agent ("Issuing Office")**
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
RFP 4288-0-2014/WT, Environmental Conservation Service

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SECTION I – GENERAL INFORMATION

A. Purpose

The City of Norfolk (the "City"), Department of Public Works is seeking proposals from qualified organizations or person(s) (Contractor) to provide Environmental Conservation Services on an as-required basis. The City intends to enter into a non-exclusive annual, renewable agreement with the Contractor selected to provide these services. The City will provide a scope of services for each specific request for environmental conservation services required under the resulting Agreement.

This Request for Proposals ("RFP") states the instructions for submitting proposals, the procedures and evaluation criteria by which an offeror may be selected.

This RFP represents the minimum requirements to furnish a complete Environmental Conservation Service as described in this RFP.

Proposals that do not meet these minimum requirements will result in a determination to discontinue evaluation of that proposal.

The selected offeror shall relinquish all rights in and the ownership of the Environmental Conservation Services package, or any part thereof, completed during the performance of any agreement awarded as the result of this RFP, and such Environmental Conservation Services package shall become the sole property of the City without future usage restrictions of any kind.

B. Scope of Work

Services may include, but not necessarily limited to, the following:

- Recruitment of residents into a pledge program to encourage improved environmental stewardship.

- Facilitation of the installation of water quality improvement best management practices (BMP) on residential properties throughout the City or an agreed upon portion therein:

    a. BMPs must be approved, by the Virginia Department of Environmental Quality (DEQ) under conditions of the City's Municipal Separate Storm Sewer System (MS4) Permit, as an acceptable BMP for locality credit towards the Chesapeake Bay Total Maximum Daily Load (TMDL).

    b. Acceptable practices may include the following: rain barrels, rain gardens, rooftop disconnects to open space, pervious pavement, urban nutrient management planning, buffer restoration, and shoreline erosion control. Additional practices may be utilized as approved by the City.

- Development and utilization of a tracking and reporting mechanism for installed residential BMPs to include, at a minimum, the following information: type of BMP, address, description of location on property, picture of BMP after installation, BMP dimension information, drainage area served, calculated pollutant reductions, and property owner information. Additional information may be required to meet standards of the DEQ or Environmental Protection Agency (EPA).

- Development of and implementation of an inspection routine that satisfies the requirements of both the Chesapeake Bay Program guidance on residential BMPs and the City of Norfolk's MS4 permit.

- Development and utilization of a Homeowner Agreement among residents, the selected offeror and the City wherein each residence owner will acknowledge that the BMP being installed will be used by the City to meet regulatory requirements and that maintenance, inspections, and/or self-reporting will be required on a periodic basis.

- Development of maintenance plans to be included in the Homeowner Agreement for each BMP type installed, utilizing approved information from the Virginia DEQ and Chesapeake Bay Program.

- Provide ad hoc professional services as directed by the Director of Public Works.

SECTION II - SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Issuing Office:

City of Norfolk
Office of the Purchasing Agent
Attn: Wendy Turner
232 Main Street, Suite 250
Norfolk, VA 23435
Telephone: (757) 664-4021
Fax: (757) 664-4018
wendy.turner@norfolk.gov

B. Contract Administrator:

Department of Public Works - Operations
Justin Shafer
2233 McKann Avenue
Norfolk, Virginia 23510
Telephone: (757) 823-4048
justin.shafer@norfolk.gov

C. Contract Term:

For any contract resulting from this RFP ("Contract(s)"), the initial term shall be for one year beginning on the date of award. The City reserves the exclusive option to renew the agreement for up to four (4) optional, successive, one-year periods. The City may cancel any agreement resulting from this solicitation by providing sixty (60) days written notice to the offeror, at no additional cost to the City.

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via **www.DemandStar.com** must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar Planholders' list and will receive notification of any addenda to the RFP though DemandStar.

F. Questions and Addenda:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on www.demandstar.com. This RFP and any Addenda shall be incorporated, by reference, into any resulting agreement. Offeror is responsible for checking the DemandStar web site or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this RFP.

The deadline for submitting questions under this RFP is **12:00 Noon, December 20, 2013**. Oral comments and/or instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

G. Changes or Modifications:

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications are not a part of the RFP or Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

H. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request for Proposals.

I. Proposal Submittal Requirements:

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
   a. The cover page of this RFP, which will contain:
      i. Original signature of an agent authorized to bind the company;
      ii. Requested contact information;
      iii. Company FEI/TIN number; and,
      iv. Acknowledgment of any addenda on page one (1);

   b. Offeror Contract Information:

      i. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) with authority to negotiate and contractually bind the Vendor.
      ii. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) who can be contacted during the period of evaluation with questions about the proposal.
      iii. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) who can be contacted for prompt contract administration upon award of the contract.

   c. Pricing Schedule;
   d. Attachments A – F

2. Proposals must be submitted utilizing the following requirements:
   a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailing packaging as well as the outside of your envelope or package with the RFP number, date and time of the RFP closing, and the Offeror's name and address. **Proposals received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
   b. Submit an original proposal and <u>six (6) copies</u> of the proposal with a separate copy on electronic media. The original proposal must be marked "Original".
   c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
   d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
   e. Include a statement setting forth the basis for protection of all proprietary information, if any.
   f. Proposals are to be organized in the following tabs:

Tab 1 – Executive Summary
Tab 2 – Experience
Tab 3 – Services to be provided
Tab 4 – Capabilities and Skills (to include offeror's available resources to perform the work required)
Tab 5 – Prices/Fees
Tab 6 – Exceptions
Tab 7 – Proposed alternatives to City requirements

J. Evaluation of Proposals:

1. After the proposals are opened and initially evaluated, the City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.

2. The proposals will be evaluated by the City to ascertain which proposal is most advantageous to the City. Proposals determined to be technically non-responsive, or not as responsive as other proposals, are subject to elimination at this point. Once the qualified offerors have been determined, the City may interview successful offerors to clarify specific matters presented in the proposals. These discussions will allow the offerors to elaborate on their proposals.

3. Based on the initial evaluation, the City may request the successful offerors to make oral presentations. Thereafter, the City will conduct negotiations with each of the successful, short-listed offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.

4. After negotiations are completed, the City will select the Offeror(s) who, in City's opinion, has made the proposal that is most advantageous to the City and shall award the contract(s) to that Offeror (referred to in this RFP as the Successful Offeror). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

5. The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

K. Presentation/Demonstration:

If in the City's opinion, offeror presentations or demonstrations of the Offerors' proposal are warranted, the City will notify the appropriate offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.

L. Preparation of Proposals:

1. In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

To facilitate the City's evaluation of the proposals, Offeror should number all pages of its proposal and provide tabs as indicated above. **Each proposal must fully address each of the following items and submit proposals using the following format:**

a. Project Approach: In narrative form, the offeror will describe its approach to fulfilling the needs of the City for Environmental Conservation Service. Include any demonstrated experience in the private sector, municipalities, and other jurisdictions. Describe in detail the technical plan for accomplishing the work and the services that will be provided. Include timeframes from beginning to completion, the

resource requirements you anticipate from the City staff, and equipment and other capabilities possessed by the offering firm. Include proposed levels of inventory, accessibility to inventory at remote locations, response time, computer system description, implementation plan, and any other information that impacts the offering firm's ability to provide the services. Project Approach should be no longer than 25 pages.

b. Experience: Provide a concise description of all work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:

i. Offeror's established experience record in providing comparable services to organizations similar to the City.

ii. Number and types of customers the Offeror has served with comparable services.

iii. Number of years Offeror has been providing these types of services.

iv. A **minimum** of three (3) current and previous clients for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to the performance environment necessary under this resulting agreement beginning with the most recent. For each reference, detail:

- Name of firm;
- Address of firm;
- Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
- Number of years Offeror has served the client; and
- Brief summary of scope of services provided.

c. Capability and Skill: Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

i. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.

ii. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.

iii. Size and location of the office that will serve the City;

iv. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.

v. Qualifications and resumes of the employees who will be managing and performing the services under this contract.

vi. Offerors must include a biography of the individual or firm and/or primary person(s) expected to perform services for the City in sufficient detail to allow a reasonable evaluation of the relative capability of the individuals and/or firm participating in the services to the City. Proposals must clearly identify the principal person that will be assigned to the City.

vii. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:

- Contact for prompt contract administration upon award of the contract;
- Contact during the period of evaluation;
- Authorized agent to accept any notices provided for in this contract.

viii. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If your organization is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If your organization is a partnership, include the names of all principals or partners.

ix. A detailed history of all mergers or acquisitions.

x. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

xi. A detailed list of contractor licenses held, including license class and number and program licenses.

xii. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under the contract resulting from this RFP. Include any financial ratings held by the firm.

xiii. If Offeror intends to subcontract any part of the work under the contract resulting from this RFP, indicate services to be subcontracted and subcontractor(s) to provide said services.

M. Services to be Provided:

Provide a detailed description of the services to be provided under the agreement resulting from this RFP. Said description is to address, at a minimum:

a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.

b. Best practice approaches to providing services to the City that enhance efficiency and effectiveness. Innovative solutions will be considered by the City.

c. **EACH** of the ***Specific Requirements*** and ***Scope of Work*** specified in this RFP.

d. Detailed approach to how offeror's program/services will be provided, in accordance with the requirements, terms, and conditions of this RFP.

e. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the contract resulting from this RFP.

f. A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.

g. Describe the one attribute that places the Offeror ahead of the competition.

N. Price:

a. Provide the method of charging and an estimated cost for the proposed services. The method of charging shall be provided in complete detail. Proposals must reference discounts from trade price lists and include a copy of any such list. BE SPECIFIC on how costs are calculated (i. e., include labor, administrative overhead, direct operating costs, etc.). The proposals shall include a base figure definition from which all discounts are calculated. Proposals shall also provide the mark-up for all costs associated with the parts operation (excluding direct costs). NOTE: The City does not allow a contract based on total costs, plus a percentage of costs. There is no minimum or maximum length for this information; however, all pricing information should be bound in a separate volume and referenced appropriately.

b. After negotiations and award of a contract, the pricing for the services provided under the resulting agreement shall be a firm fixed-price during the term of the contract and any extensions and no other charges not specifically stated in the contract will be applicable.

O. Exceptions/Alternatives:

Detail any exceptions taken to the ***Scope of Work*** and ***Terms and Conditions*** sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

P. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the contractor(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in the RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal of the successful offerors will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

Q. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section I, I. "Disclosure."

R. Disclosure:

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act**;** however, the contractors must invoke the

protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

S. Cost Incurred In Responding:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

T. Prime Contractor Responsibility:

Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP.

If the Offerors' proposal includes services provided by others, the successful offeror(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

U. Subcontractors:

Offeror's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

V. Governing Law and Venue:

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

W. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

X. Ethics in Public Contracting:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

Y. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

Z. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposal documents. See Attachment D.

AA. Insurance Requirements:

1. Contractor shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under this contract and no later than five (5) days after award of the contract.

2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.

3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this RFP.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	$1,000,000 Combined Single Limit
Professional Liability	$1,000,000 Combined Limit
Umbrella/Excess Liability	$2,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the successful offeror.

BB. Hold Harmless Agreement:

The contractor shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

CC. Termination:

The City may terminate the services requested herein upon thirty (30) days written notice to the successful contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this RFP. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City of Norfolk.

DD. Compliance with Federal Immigration Law:

The contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

EE. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

FF. Using Entities for Cooperative Purchasing:

"The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the Contractor."

GG. Equal Opportunity Business Development:

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to include a statement in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

Business Classification

Is your company a minority or woman owned business? Yes/No
If yes, please check the appropriate category:

Female	Male
___African American	___ African American
___ Hispanic	___ Hispanic
___ Asian American	___ Asian American
___ American Indian	___ American Indian
___ Eskimo	___ Eskimo
___ Aleut	___ Aleut
___ Caucasian	___ Other
___ Other	

HH. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

2. Proposed Name of your Subcontractor(s)
3. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies)

___ African American (male) ___ African American (female)

___ Hispanic (male) ___ Hispanic (female)

___ Asian American (male) ___ Asian American (female)

___ American Indian (male) ___ American Indian (female

___ Eskimo (male) ___ Eskimo (female)

___ Aleut (male) ___ Aleut (female)

___ Other (male) ___ Caucasian (female)

___ Other (female)

4. Proposed Amount of Subcontracts:_____(Please fill in)
5. Proposed Description of commodity (e.g., masonry, hauling, insulation)
6. Proposed Description of Project
7. Proposed Total value of awards to all subcontractors
8. Proposed Total Number of minority subcontracts awarded
9. If you do not propose the use of any subcontractors, please check here ____.

II. Solicitation:

The contractor will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Contractor comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

JJ. Default:

In case of default by the successful offeror or if the successful offeror fails to deliver the supplies or services offered by the time specified, the City, after due process (verbal, or in writing) may procure them from other sources and hold the successful offeror responsible for any excess costs occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

KK. Drug Free Workplace

The City is a drug-free workplace, and as a condition of continued service on the contract, any offeror personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;

2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

LL. Norfolk Businesses

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in the Norfolk area and which employ Norfolk residents to compete for Norfolk contracts. Contractors are asked, as part of their submission, to declare its location and detail its employment of Norfolk residents.

Remaining page intentionally left blank.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____(name of offeror), we 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 competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq*., or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, 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 Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature:_____

Name:_____

Title:_____

Date:_____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a offeror involved in the procurement transaction; or

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or

3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an offeror.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from an offeror or sub-successful offeror any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror.

Sec. 33.1-90. Gifts by Offerors, or Sub-Successful offerors (Virginia Code §2.2-4371).
No Offeror or sub-successful offeror shall confer upon any public employee having official responsibility for a 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 is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-successful offeror shall demand or receive from any of his suppliers or his sub-successful offeror, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-successful offeror or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If an offeror or sub-successful offeror or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent successful offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

Remaining page intentionally left blank.

Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over $10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror 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.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-successful offeror or offeror.

Initial:_____

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. **CERTIFICATION**.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

"Principals," for the purposes of this certification, means officers; directors; City's; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Attachment E: Compliance with Federal Immigration Law

1. **CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)

_____

_____does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature:_____

Name:_____

Title:_____

Date:_____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

l. **CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)

_____

_____certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

_____

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

_____

_____

ll. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature:_____

Name:_____

Title:_____

Date:_____

EXHIBIT 1
AGREEMENT FOR SERVICES BETWEEN THE
CITY OF NORFOLK, VIRGINIA
AND
_____

This Agreement for services, dated this _____ day of _____ 2013, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia, hereinafter called the "City" and _____, hereinafter called the "Consultant", whose address is _____.

WHEREAS, the City desires Consultant to provide environmental conservation services in conjunction with reducing residential environmental pollution in Norfolk; and

WHEREAS, the Consultant is qualified and has the expertise and capacity to provide such services and is willing to undertake the services delineated herein; and

WHEREAS, the parties agree that this Agreement is non-exclusive and that various consultants may be engaged to provide the services;

NOW, THEREFORE, WITNESSETH: The City and the Consultant for the consideration hereinafter set forth, hereby agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide to the City services as detailed in its Proposal to the City of Norfolk, dated _____, attached hereto as Exhibit A and made a part hereof, such Proposal having been submitted in response to the City's Request for Proposals # _____ dated _____ attached hereto as Exhibit B and made a part hereof for residential pollution reduction program services. To the degree of any conflict between this Agreement and the Exhibits, this Agreement shall govern.

The City Manager or his designee shall make all work assignment requests consistent with the Scope of Services of this Agreement to the Consultant in writing. Consultant will provide written confirmation of completion dates for such work assignments requested by the City Manager prior to proceeding with such assignments. The Consultant will then perform such assignments within the timeframes specified unless

subsequent extensions of completion dates are agreed upon in writing by the City Manager or his designee. All services shall be provided to the satisfaction of the City Manager or his designee.

2. COMPENSATION AND EXPENSES. The City shall pay the Consultant for the services for actual time spent on the prescribed assignments and as reimbursement for out-of-pocket expenses such as travel and communications in connection with the services. The Consultant shall submit to the City itemized invoices setting forth services performed and charges therefore, as well as documentation detailing itemized expenses. The City shall pay all such invoices after approval thereof, with the total compensation and expenses to be paid by the City under the terms of this Agreement in no event exceeding _____ Dollars ($_____).

3. TERM. This Agreement shall be in effect and the services to be performed by the Consultant shall be completed during the period from _____, 2013 through _____, 2014 unless sooner terminated pursuant to paragraph 4 or a longer time is agreed in writing by the parties. The City reserves the exclusive option to extend this Agreement for up to four (4) additional one-year periods.

4. TERMINATION WITHOUT CAUSE. The City may, at any time and for any reason, terminate this Agreement by written notice to Consultant specifying the termination date, which shall be not less than sixty (60) days from the date such notice is mailed. Notice shall be given to Consultant by certified mail/return receipt requested. In the event of such termination, Consultant shall be paid for the services satisfactorily completed and accepted by the City to the date of termination. In the event the City terminates the Agreement, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to the City any work completed or in process for which payment has been made.

5. TERMINATION WITH CAUSE. In the event that Consultant shall for any reason or through any cause be in default of the terms of this Agreement, the City may give Consultant written notice of such default by email or certified mail/return receipt requested. Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default, or if unreasonable to cure in ten (10) days, to demonstrate that the cure has been initiated within ten (10) days from such notice. Upon failure of

the Consultant to cure the default, the City may immediately cancel and terminate the Agreement, as of the mailing date of the default notice. Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the City any work in process for which payment has been made.

Consultant shall be deemed in breach of the contract if the Consultant:

- Fails to comply with any terms of the Agreement.
- Fails to cure such noncompliance within ten (10) calendar days from the date of the City's written notice or such other time frame, as specified by the City.
- Fails to submit a written response to the City's notification of noncompliance within ten (10) calendar days after the date of the City's notice.

Consultant shall not be in breach of this Agreement as long as its default was due to causes beyond the reasonable control of the Consultant and/or its sub-contractors, and occurred without any fault or negligence on the part of both the Consultant and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

6. INSURANCE AND HOLD HARMLESS / INDEMNIFICATION. Consultant shall submit to the City's Purchasing Agent Certificates of Insurance, prior to beginning work under this Agreement.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City of Norfolk.

The Certificates of Insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as an Additional Insured.

Insurance shall be maintained during the entire term of this Agreement and any renewals and shall be of the following forms and limits:

Forms	Limits

Workers' Compensation	Statutory
Automobile Liability	$1,000,000 Combined Single Limit
Commercial General Liability, Including Contractual Liability, Products and Completed Operations Coverage	$1,000,000 Combined Single Limit
Professional Liability	$1,000,000 Combined Limit
Umbrella/Excess Liability	$1,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Consultant.

The Consultant agrees to defend, indemnify and hold harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Consultant, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

7. ASSIGNMENT. Neither the City nor the Consultant shall assign, subcontract or transfer their rights in this Agreement without written consent of the other party.

8. ETHICS IN PUBLIC CONTRACTING. The Consultant agrees to comply with Article VII (Section 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting", including the additional statues set forth in Section 33.1-86 thereof.

9. NON-DISCRIMINATION. The Consultant agrees to comply and to require all suppliers and subcontractors paid in whole or in part from funds made available under the contract, to comply with section 122 (a) (1) of the State and Local Fiscal Assistance Act of 1972 (Pub. L. 92-512) as amended, to wit:

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program

or activity of a state government or unit of local government, which government or unit receives funds made available under subtitle A {of title l of the Act].

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity.

Further, the Consultant agrees to comply with Section 33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended, regarding prohibiting employment discrimination.

10. INDEPENDENT CONTRACTOR. Consultant is an independent contractor and shall not be considered to be an employee or agent of the City for any purpose whatsoever.

11. COMPLIANCE WITH FEDERAL IMMIGRATION LAW. At all times during which any term of this Agreement is in effect, Consultant does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

12. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Virginia. Venue shall be in Norfolk, Virginia.

13. ENTIRE AGREEMENT. This writing constitutes the entire agreement of the parties and any amendments shall be in writing.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on their respective behalves by their duly authorized officers.

CITY OF NORFOLK

By: _____

City Manager

ATTEST:

_____
City Clerk

CONSULTANT

By: _____

Contents Approved:

_____
Public Works

Form & Correctness Approved:

_____
Mary L. G. Nexsen
Deputy City Attorney

CERTIFICATION OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account No. _____
Amount: _____
Contract # _____
Vendor Code: _____
Business License #: _____

_____
Director of Finance Date