



CITY OF SUFFOLK

Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7424

INVITATION FOR BID

TITLE: HUMAN RESOURCES BUILDING WINDOW REPLACEMENT

ACCEPTANCE DATE: Prior to 3:00 p.m., March 14, 2012 "Eastern Standard Time"

IFB NUMBER: 2012-00070

PRE-BID CONFERENCE: March 7, 2012 at 10:00 AM in the Lobby of the Human Resources Building,
(non-mandatory) 440 Market Street, Suffolk, VA 23434

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

BID OPENING LOCATION: Council Chambers, 441 Market Street, 2nd Floor, Suffolk, VA

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

Linda S. Story, CPPB, Purchasing Agent
(757) 514-7523
Email address: lstory@suffolkva.us

This document can be downloaded from our web site: www.suffolkva.us/bids/index.jsp or picked up from the Purchasing Division.

Issue Date: February 28, 2012

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 vendor is not listed as a prospective bidder.

INVITATION FOR BID

HUMAN RESOURCES BUILDING WINDOW REPLACEMENT

SECTION/TITLE

1.0	Purpose.....	3
2.0	Competition Intended.....	3
3.0	Project Federally Funded.....	3
4.0	Scope of Work.....	4
5.0	Instructions to Bidders.....	5
	Supplementary Conditions.....	14
	Special Terms and Conditions	16
	Bid Form.....	19
	Anticollusion/Nondiscrimination/Drug Free Workplace Clauses.....	24
	Proof of Authority to Transact Business in Virginia Form.....	25
	Attachment I – Drawings and Specifications prepared by McEntire Design Architects	

Prepared by Linda Story, CPPB, Purchasing Agent

Date: February 24, 2012

1.0 PURPOSE

The intent of this Invitation for Bid is to enter into an agreement with one (1) qualified contractor to furnish all materials, labor, equipment, permits and fees necessary to the removal and replacement of seventy six (76) windows at the Human Resources Building, 440 Market Suffolk, Virginia. Work shall be in accordance with all specifications, terms, conditions, and documents prepared by McEntire Design Architects dated February 13, 2012.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder'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 IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

3.0 PROJECT FEDERALLY FUNDED

The project will be federally funded. Should there be any discrepancies between mandatory requirements of federal, state, and/or local laws or regulations, the more restrictive shall apply. Neither the United States nor any of its departments, agencies or employees is or will be a part of the Advertisement for Bids or any resulting contract.

The Bidder agrees to abide by the requirements under Executive Orders No. 11246 and 11375, as amended, including specifically the provision of equal opportunity clause and submittal of written affirmative action program and Section 2.2-4311 of the Virginia Public Procurement Act., which prohibits employment discrimination by the Contractor. The successful bidder must certify that segregated facilities are not provided or maintained.

Bidders must comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Davis-Bacon Act, the Copeland Act, the Contract Working Hours and Safety Standards Act, Section 109 (non-discrimination clause of the Housing and Community Development Act of 1974), and Section 3 of the Housing and Urban Development Act of 1968. Work will be subject to the prevailing wage rates established by the U.S. Department of Labor and The Employment Opportunity requirements.

Bidder agrees to retain all required records for three years after final payments and all other pending matters are closed and to allow access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, excerpts, and transcriptions.

Bidders must certify that the bidder represented is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq., and that neither the bidder nor proposed subcontractors are on the GSA List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

4.0 SCOPE OF WORK

4.1 General

Attached drawings depict the specifications for the window removal and replacement. Work includes but not limited to removal of existing windows and replacement with new aluminum windows. All specifications information has been incorporated into the drawings (Attachment I). The new windows shall be of a type that can be installed from the outside.

4.2 Work Schedule

The Human Resources shall remain operational during normal work hours (Monday thru Friday from 8:00AM to 5:00 P.M). Interior preparation for removal and replacement of windows shall be performed between 6:00 PM and 6:00 AM. Contractor shall provide the City with a proposed schedule of work and obtain authorization from the City to work outside of specified work hours.

Work shall not commence until the new window units are on site. Windows can be stored on site, in a designated area, in a storage container or trailer that the contractor shall be responsible for securing.

The City will have the authority to suspend work, fully or in part, due to the failure of the Contractor to correct conditions unsafe for the workers or to the general public, due to failure to carry our orders or for any other circumstances deemed to be in the public's interest as determined by the City. Measures to correct deficiencies shall be taken by the Contractor within forty-eight (48) hours after notification.

It is the desire of the City to have all work completed within sixty (60) days after receipt of windows.

4.3 Final Inspection

At the conclusion of the work, the Contractor shall demonstrate to the City's authorized representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

4.4 Disposal of Debris

The successful contractor shall be responsible for securing a dumpster at their own expense if needed and will be allowed for placement in a designated area on site.

All materials related to the removal and replacement of the new windows shall become the property of the Contractor upon removal from the work site. Disposal of the debris shall be the responsibility of the Contractor; disposal site must be identified prior to award and appropriately registered with the Virginia Department of Health.

Non-hazardous debris may be disposed of at SPSA Regional Landfill at no cost to the Contractor for the duration of the contract period. In order to take advantage of free tipping fees, the Contractor will be required to register with the Department of Public Works for each job performed.

The Contractor is hereby advised that burning of debris on site is strictly prohibited.

5.0 INSTRUCTIONS TO BIDDERS

5.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing form only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening. Bids must be received by the Purchasing Division no later than the time specified on the opening date. ***Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439-1858 or hand delivered to 441 Market Street, Room 105, and Suffolk, Virginia 23434.*** Faxed and e-mailed bids shall not be accepted. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the BID Form will be considered in determining the final Bid amount.

5.2 City Contacts

Questions related to bid submittals should be directed to:

Linda Story, CPPB, Purchasing Agent
(757) 514-7523
lstory@suffolkva.us

The Purchasing Agent is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

5.3 Firm Pricing

Bid price must be firm for City acceptance for ninety (90) days from bid opening date.

5.4 Pricing to be F.O.B. Destination – Freight Included

Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

5.5 Unit Price

Bid unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

5.6 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to bind the firm in a Contract.

5.7 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.

5.8 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

5.9 Late Bids

Late bids will be returned to bidder unopened, if opening date and bidder's return address is shown on the container. Late bids shall not be accepted. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

5.10 Rights of City

The City reserves the right to accept or reject all or part of any bid, waive any informality and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

5.11 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.

5.12 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder at the City's sole discretion.

5.13 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 105 of the Purchasing Division and/or on the City's web site, www.suffolkva.us for a minimum of ten (10) days.

5.14 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

Bidders are required under Title 45, Chapter 7, Code of Virginia, to show evidence of certificate of registration before a bid may be received. Bidders shall be Registered Virginia Contractors Class A or Class B status as provided for by Virginia State Board for Contractors.

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

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

5.15 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

5.16 Taxes in Arrears

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

6.0 **CONTRACT TERMS AND CONDITIONS**

The resulting contract with the successful bidder will be subject to the following terms and conditions:

5.1 Insurance

Contractor shall purchase and maintain the following insurance coverage:

- a. Workers Compensation
As statutorily required by the Commonwealth of Virginia. Employers Liability, minimum requirement \$1,000,000.

b. Commercial General Liability

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

c. Auto Liability insurance

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

Minimum Limits

Automobile Liability:

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

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 CONTRACTOR'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 the Risk Manager or the Division of Risk Management.
11. All coverage's designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

5.2 Indemnification/Hold Harmless Clause

The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, employees, agents, and representatives thereof from any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property which arise out of any violation of law by, and all acts and omissions of the CONTRACTOR, the CONTRACTOR'S agents, employees, or customers occurring in connection with the products and services covered herein or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.

The CONTRACTOR'S indemnification obligation with respect to any and all claims against the CITY or any of its officers, agents, employees, by any employee or statutory employee of the CONTRACTOR, or any of CONTRACTOR'S subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts the CONTRACTOR or CONTRACTOR'S subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of CONTRACTOR'S subcontractors under workers' compensation laws, disability benefit laws or other applicable employee benefit laws.

5.3 Safety

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

5.4 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.

5.5 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)

5.6 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.

5.7 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.

5.8 Antitrust

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

5.9 Drug-Free Workplace

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

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

5.10 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.

5.11 Faith Based Organization

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

5.12 Substitutions

NO substitutions or cancellations are permitted after award without written approval by the Purchasing Agent.

5.13 Method of Payment

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent (1%) per month. Unless otherwise provided under the terms of this Contract, interest for late payments shall not exceed one percent (1%) per month.

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

5.14 Payments to Subcontractors

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

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

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

5.15 Non-Assignment

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

5.16. Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written Notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

5.17 Termination with Cause/Default/Cancellation

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

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

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

5.18 Non Appropriation – Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

5.19 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.

5.20 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.

5.21 Compliance with State Law; Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or 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 include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

5.22 Changes and Additions

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

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall

be at the total risk of the Contractor and said work may not be compensated by the City.

5.23 Responsibility for Making Corrections

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

5.24 Conflict of Interest

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

5.25 Waiver

The failure by one party to require performance of any provision of this CONTRACT shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the CONTRACT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

SUPPLEMENTARY CONDITIONS

In addition to the General Terms and Condition, the following provisions shall apply to all contracts and subcontracts resulting from this award in accordance with 24 CFR 85.36(i).

1. Remedies for breach of contract shall be in accordance with General Conditions, Article 49.
2. Termination by the Owner/Grantee shall be permitted in accordance with General Conditions, Article 49.
3. Contractor and all Subcontractors with contracts in excess of \$10,000 shall abide by the requirements under Executive Orders No. 11246 and 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 611), including specifically the provisions of equal opportunity clause and submitted of written affirmative action program. The Contractor must certify that segregated facilities are not provided or maintained.
4. Contractor and all Subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
5. Contractor and all Subcontractors with contracts in excess of \$2,000 shall comply with Sections 103 and 107 of the Contractors Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5)
6. Contractor shall comply with requirements and regulations pertaining to reporting.
7. Contractor shall comply with requirements and regulations pertaining to patent rights in accordance with General Conditions, Article 15.
8. Contractor shall pay applicable royalties and license fees pertaining to copy rights and rights in data. Contractor shall defend all suits or claims for the infringement thereof and shall save the Owner harmless from loss on account thereof.
9. Contractor shall allow access by the Owner/Grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

SC - 1

10. Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
 11. Contractor and all Subcontractors with contracts in excess of \$100,000 shall comply with applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (41 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.G. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
 12. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163).
 13. Bidder/Contractor shall certify that neither the Contractor nor proposed Subcontractors are on the GSA List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
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END OF SECTION

SC - 2

SPECIAL TERMS AND CONDITIONS TO BE INCLUDED IN CONTRACTS FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are Special Terms and Conditions to be used for procurements funded by the American Recovery and Reinvestment Act of 2009. Other special terms and conditions may be developed and included when appropriate or as required by the Federal granting agency.

1. **GENERAL:** This contract is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA") and Federal Regulations and other guidance from the federal government implementing the Recovery Act (collectively, "Recovery Act Requirements" or "ARRA Requirements"), and the Contractor agrees that it will comply with all Recovery Act Requirements applicable to this contract. In the event of a conflict between the terms of this contract and the Recovery Act Requirements, the provisions of the Recovery Act Requirements shall be controlling. The Contractor acknowledges that these Special Terms and Conditions may require changes due to future revisions of the Recovery Act Requirements, and Contractor agrees that it shall comply with any such changes upon receipt of written notification from the Commonwealth of such changes. Such changes will become a material part of the contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide all information and documentation required by the Commonwealth in order to comply with the Recovery Act Requirements. Contractor agrees that, to the extent ARRA Requirements conflict with Commonwealth of Virginia requirements, the ARRA Requirements shall control.
2. **D-U-N-S® NUMBER:** All Contractors are required to provide the Commonwealth of Virginia with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S® number prior to award.
3. **JOB CREATION AND RETENTION:** The Contractor shall provide to the Commonwealth an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor. The Contractor shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the Commonwealth no later than ten business days before the end of each calendar quarter.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

DESCRIPTION OF THE TYPES OF JOBS CREATED OR RETAINED

4. **AUDITING:** The Contractor shall retain all books, records, and other documents to this contract for five (5) years after final payment. Section 902 of the American Recovery and Reinvestment Act of 2009 provides the U.S. Comptroller General and his representatives with the authority to:
 - (1) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
 - (2) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the Recovery Act with respect to this contract, which is funded with funds made available under the Recovery Act. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the Recovery Act provides authority for any representatives of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 to examine any records or interview any employee or officers of the Contractor or its subcontractors working on this contract. The Contractor is advised that any representatives of an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of 1978 have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

The Commonwealth's contracting officer and other representatives of the Commonwealth shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights contained in this section.

5. **BUY AMERICAN:** Section 1605 of the Recovery Act prohibits use of recovery funds for a project for the construction, alteration, maintenance, or repair, of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. The law requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements, and it provides for waiver by the head of the federal agency awarding the ARRA funds under three circumstances:
 - (a) Iron, steel, or relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - (b) Inclusion of iron, steel, or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or
 - (c) Applying the domestic preference would be inconsistent with the public interest.

6. **WAGE RATE REQUIREMENTS:**
 - (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

 - (b) Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

7. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Contractor agrees to provide the Commonwealth of Virginia with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the Commonwealth of Virginia to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR §176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported.

8. **SUBCONTRACTOR FLOW-DOWN REQUIREMENTS:** Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.
9. **JOB POSTING REQUIREMENTS:** Contractor shall use the Virginia Workforce Connection (VWC) for the recruitment of direct jobs created by ARRA through this contract in accordance with the following provisions:
- (1) The Contractor shall use VWC to post all direct jobs available. Instruction for posting jobs is located on the VWC website: www.vawc.vec.virginia.gov. Assistance is available from the Virginia Employment Commission (VEC) by phone on (804)225-3116 or by email at StimulusJobs@vec.virginia.gov.
 - (2) For the purposes of this requirement, "direct jobs" means those jobs funded fifty percent or more by ARRA project funds.
 - (3) Posting through VWC is not required when Contractor intends to fill the job opening created by ARRA funding with a present employee, a laid-off former employee or a job candidate from a previous recruitment.
 - (4) This requirement is not intended to prevent Contractor from also seeking needed employees by other means including industry specific employment programs.
 - (5) This job posting requirement does not fulfill any ARRA reporting responsibility pertaining to jobs created or retained as otherwise required under the terms and conditions of this contract, those contained in ARRA, or other Contractor reporting required by the Federal Government or the Commonwealth of Virginia.

10. **PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS:**

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

BID FORM

TO: City of Suffolk
Linda Story, Purchasing Agent
441 Market Street, Room 105
Suffolk, VA 23434

RE: HUMAN RESOURCES BUILDING WINDOW REPLACEMENT

The undersigned Bidder, _____, offers and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Total Sum of _____ (\$ _____) as calculated from the attached **Schedule of Unit Prices**.

Window Manufacturer/Model: _____

Window Warranty: _____

Anticipated Delivery Date of Windows: _____

Bidder agrees to begin the Work once windows are received on site and completion shall be within sixty (60) calendar days.

In submitting this bid, Bidder represents, as more fully set forth in the Bid Documents, that:

Bidder has examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, State and local laws, ordinance, rules and regulations) and has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

Bid shall remain valid for a minimum period of ninety (90) days after the day of Bid Opening;

Bidder agrees to Suffolk's payment schedule: items accepted and invoiced by 10th of month will be paid month end.

Bidder accepts all terms and conditions of the Contract Documents.

I certify by my signature below that I have received the documents associated with this Bid and understand that the review for completeness of these documents and the understanding and comprehension of the specifications is solely my responsibility; based on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

My signature below certifies that this Bid is not the result of or affected by, any 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 fraudulent bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Code of Virginia, Section 2.2-3100 et. seq. (Addendum No. 1 Page 1 of 20)

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this bid and to enter into a contract with the CITY.

Virginia Contractor No. _____

Signature _____ Date _____

Title _____

SCHEDULE OF PRICES

HUMAN RESOURCES WINDOW REPLACEMENT

Bid Submitted By: _____

Lump sum price bid shall include all labor, equipment, materials, and supervision required to complete the Work as shown and specified on the Plans and called for in the Contract Documents.

Extra payment for will be made at the unit prices bid if required when approved in writing by the City.

In case of discrepancy, Unit Price will govern.

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Windows, Aluminum including labor	72	EA		\$ _____
TOTAL PRICE BID					_____

ALLOWANCES

	Extra for Removal and Replacement of Damaged Window Frame (per frame)	Per LF	XXX		XXXXXXXXXXXX
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	Extra for Removal and Replacement Window Sill (per sill)	1	EA		XXXXXXXXXXXX

(An Individual, Partnership, or Non-Incorporated Organization)

Type/Print Name _____
Title _____
Name of Organization _____
Business Address _____

Phone Number _____ FAX No. _____

(A Corporation)

Corporation Name _____
State of Incorporation _____
Person Authorized to Sign _____
Title _____
(Corporate Seal)
Attest (Secretary) _____
Business Address _____

Phone Number _____ FAX No. _____

(A Joint Venture)

By (Signature) _____
Type/Print Name _____
Title _____
Virginia Contractor No. _____
Business Address _____

Phone Number _____ FAX No. _____

By (Signature) _____
Type/Print Name _____
Title _____
Virginia Contractor No. _____

Business Address

Phone Number

FAX No.

(Each joint venturer must sign. The name of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.)

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: ()	

- African American
 Hispanic American
 American Indian
 Eskimo
 Asian American
 Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION