



CITY OF SUFFOLK

Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

INVITATION FOR BID

Sign Blanks - Alpolic

ACCEPTANCE DATE: Prior to 3:00 p.m. April 24, 2012 "Eastern Standard time"

IFB NUMBER: 2012-00091

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

BID OPENING LOCATION: Purchasing Conference Room
441 Market St., Room 105

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

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

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

Issue Date: April 10, 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.

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

Prepared by: Cindy Norfleet, Senior Buyer

Date: April 10, 2012

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase annual requirements for aluminum composite sign blanks (alpolic) on an as needed basis for the Department of Public Works Traffic Engineering Division. Materials shall be in accordance with all specifications, terms, and conditions herein.

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 CONTRACT TERM

The contract shall cover the period beginning immediately and continue through April 30, 2013.

This contract may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the contractor and the City. The renewal may be for up to two (2) additional one-year periods through April 30, 2015.

Notice of intent to renew will be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or 3%. The City does not guarantee any rate increase.

4.0 SPECIFICATIONS

4.1 Material Specifications

The trade name "Alpolic" denotes the general product desired. Samples of other compatible materials may be submitted to the City for its review and approval. Independent laboratory review of specifications or acceptance by VDOT is desirable to aid in the City's evaluation of this material. The City, in its sole opinion, will determine whether the material submitted is equal to that specified.

The blanks should be white or mill finished on both sides. The same color is desired on both sides of each blank.

The blanks should have standard rounded corners per MUTCD standards. No holes are desired in the blanks when supplied.

All signs listed shall be 2mm.

See Attachment A

Required sizes are listed on the BID FORM.

4.2 Quantities

Sizes and quantities of signs purchased will be on an “as needed” basis throughout the contract period. It is understood and agreed that quantities listed on the BID FORM are estimates only for a twelve-month period. The City shall be under no obligation to purchase any specific or minimum quantity but does agree to buy its requirements from the contractor during the period stated.

4.3 Delivery

Upon request, signs shall be delivered F.O.B. destination to the Public Works Traffic Engineering building located at 866 Carolina Road, Suffolk, Virginia 23434. Contact person will be Karl Marshall at (757) 514-7647.

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 or hand delivered to 441 Market Street, Room 105, 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. The “official” time of acceptance shall be “date stamped” upon receipt of the bid package in the Purchasing Division office. 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:

Cindy Norfleet, Senior Buyer
(757) 514-7522
cnorfleet@suffolkva.us

The Senior Buyer 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 Contract Quantities

The quantities specified in the Invitation for Bid are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE CITY OF SUFFOLK SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

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.

In accordance with the Virginia Public Procurement Act Section 2.2-4320 B, a public body may waive informalities in bids. An "informality" is defined in Section 2.2-4301 as "a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured."

The City further reserves the right to request clarification on any bid submittal or any documents requested or included in the bid submittal. Requests for insurance documents, additional specification requirements, drawings, contractor's license, standard forms, etc. which may inadvertently be omitted from the BID FORM may be considered to be an "informality" and may be submitted at a later date, at the option of the City, as long as the omissions do not affect the price, quality, quantity or delivery for the goods or services being procured.

5.11 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract.

If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

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

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

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

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

5.12 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.

5.13 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder at the City's sole discretion. The City reserves the right to award the contract by item or in total for the contract period; the decision to make such award will be at the sole discretion of the City.

5.14 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Purchasing Division and/or on

5.15 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.

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.

5.16 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

6.1 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.

6.2 Insurance Requirements

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

- d. Should the Contractor lease his equipment, it shall be the Contractor's responsibility to obtain any necessary additional insurance, at Contractor's expense.
- e. A certificate evidencing the above insurance coverage shall be provided by the contractor to the City of Suffolk prior to the commencing work. The City of Suffolk shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Contractor's responsibility to keep the required insurance coverage's in full force, and without lapse, during the entire term of this agreement. Notices of cancellation or any changes to insurance shall be provided to the City of Suffolk thirty (30) days prior to the effective date of such change or cancellation.
- f. All insurance shall be placed with insurers maintaining an A.M. best rating of no less than A:VII.

g. Coverage Provisions

- 1. All deductibles or self-insured retention shall appear on the certificate(s).
- 2. The City of Suffolk, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Workers' Compensation/Employers' Liability.
- 3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City. Provisions of Items 2 and 3 shall be included as a portion of any resulting contract.
- 4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- 5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
- 6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Manager.
11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

6.3 Hold Harmless Clause

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

6.4 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 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.

6.5 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)

6.6 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.

6.7 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.

6.8 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 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.

6.9 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.

6.10 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.

6.11 Faith Based Organization

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

6.12 Substitutions

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

6.13 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Unless otherwise provided, interest on the payment shall not exceed the rate of one percent (1%) per month.

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

6.14 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.

Payments to subcontractor(s) shall be made in accordance with §2.2-4354 of Code of Virginia (1950), as amended. Unless otherwise specified in this contract, interest shall accrue at the rate of one percent (1%) per month.

6.15 Assignment of Contract

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

6.16 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.

6.17 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.

6.18 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.

6.19 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.

6.20 Controlling Law; Venue, Pending/During Litigation

This CONTRACT shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this CONTRACT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

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

6.21 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.

6.22 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.

BID FORM

TO: City of Suffolk, VA
 Purchasing Division
 441 market Street
 Suffolk, Virginia 23434

BID: Sign Blanks - Alpolic
DUE: April 24, 2012
TIME: 3:00 p.m., Local

Quote firm unit price, exclusive of all taxes, to furnish and deliver alpolic sign blanks F.O.B. Public Works Traffic Engineering, 866 Carolina Road, Suffolk, Virginia, in accordance with all specifications, terms, conditions, and attachments herein:

<u>Qty</u>	<u>Description (size)</u>	<u>Unit Price</u>	<u>Amount</u>
50 EA	9" x 24"	\$ _____	\$ _____
50 EA	12" x 36"	\$ _____	\$ _____
50 EA	24" x 24"	\$ _____	\$ _____
50 EA	24" x 30"	\$ _____	\$ _____
50 EA	30" x 30"	\$ _____	\$ _____
50 EA	30" x 36"	\$ _____	\$ _____
50 EA	36" x 36"	\$ _____	\$ _____
50 EA	36" x 48"	\$ _____	\$ _____
50 EA	36" x 144"	\$ _____	\$ _____
50 EA	48" x 48"	\$ _____	\$ _____
50 EA	60" x 72"	\$ _____	\$ _____
50 EA	60" x 144"	\$ _____	\$ _____
50 EA	18" x 18"	\$ _____	\$ _____
50 EA	18" x 24"	\$ _____	\$ _____
50 EA	48" x 36" NO PASSING PENNANTS	\$ _____	\$ _____
50 EA	6" x 24"	\$ _____	\$ _____
50 EA	6" x 30"	\$ _____	\$ _____
50 EA	6" x 36"	\$ _____	\$ _____
50 EA	6" x 42"	\$ _____	\$ _____

<u>Qty</u>	<u>Description (size)</u>	<u>Unit Price</u>	<u>Amount</u>
50 EA	9" x 30"	\$ _____	\$ _____
50 EA	9" x 36"	\$ _____	\$ _____
50 EA	9" x 42"	\$ _____	\$ _____
50 EA	9" x 48"	\$ _____	\$ _____
50 EA	30" STOPS	\$ _____	\$ _____
50 EA	36" STOPS	\$ _____	\$ _____
50 EA	48" STOPS	\$ _____	\$ _____
50 EA	36" SCHOOL SIGNS	\$ _____	\$ _____
50 EA	36" YIELDS	\$ _____	\$ _____
50 EA	36" ROUNDS	\$ _____	\$ _____
50 EA	12" x 12"	\$ _____	\$ _____
50 EA	12" x 18"	\$ _____	\$ _____
50 EA	12" x 24"	\$ _____	\$ _____
50 EA	12" x 48"	\$ _____	\$ _____
50 EA	15" x 21"	\$ _____	\$ _____
50 EA	24" x 48"	\$ _____	\$ _____
50 EA	30" x 60"	\$ _____	\$ _____
50 EA	36" x 60"	\$ _____	\$ _____
50 EA	48" x 60"	\$ _____	\$ _____
50 EA	60" x 60"	\$ _____	\$ _____

GRAND TOTAL: \$ _____

BEST GUARANTEED DELIVERY: _____

Bidder has included the following with the bid submittal (✓ if you comply):

_____ Anticollusion/Nondiscrimination/Drug Free Workplace Clause
_____ Proof of Authority to Transact Business in Virginia

Payment: Terms/Discounts _____ (Suffolk's normal payment schedule: items accepted and invoiced by the 10th of the month will be paid at month end. Cash discounts offered for less than 30 days from the receipt of a proper invoice will not be considered in the award.)

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone _____ Fax No. _____

I certify by my signature below that I have received the documents associated with this bid/proposal and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid 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.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/ service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify that the bidder represented herein 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.

Signature _____ **Title:** _____ **Date** _____

(Person signing bid should show title or authority to bind the firm in a contract.)

ATTACHMENT A

Specification: Aluminum Composite Permanent Sign Substrates

General

This specification covers the use of aluminum composite panels as a substrate for permanent traffic signs as an alternative to conventional permanent sign substrates such as solid aluminum and plywood.

Technical This composite sign material must be manufactured by bonding two skins of aluminum to an extruded polyethylene core utilizing a thermoset adhesive under tension and pressure in a continuous process. The polyethylene core must be pigmented with carbon black to prevent core edge deterioration from UV exposure. The resulting composite product should be light, exceptionally flat, strong, rigid, and resistant to breakage. It must fabricate similarly to aluminum and enable operations such as sawing, shearing, drilling, and punching. The exterior coating must be either a polyester paint that provides a surface quality that is suitable for the proper adhesion of reflective sheeting or Alodine® conversion coating. Documented evidence that the material is an approved substrate by the major reflective sheeting manufacturers must be provided. The interior coating of the aluminum skin must be coated with an epoxy chromate primer for added bonding strength with the polyethylene. The sign blank must be capable of being exposed to temperature ranges of -60 degrees F to +170 degrees F. The material must be available in thickness of 2mm, 3mm and 4mm and in widths of 36", 48" and 60" and in aluminum thicknesses of .010" and .020". The edges must be provided straight without displacement or projection of the core or skin. The name of the product must be identified on at least one side of the sign blank. When it becomes desirable to remove the reflective sheeting from a finished composite sign, and reclaim the sign blank, the composite material must have the properties to be processed through a conventional sheeting removal system like the Hydrostripper high pressure water unit without any consequence for its reuse.

<u>Typical Properties</u>	<u>2mm</u>	<u>3mm</u>	<u>3mm</u>	<u>4mm</u>
ASTM test procedures numbers are given in parentheses.				
Aluminum Alloy	5052 H32	5052 H32	3105 H14	5052 H32
Aluminum Thickness, in.	.010	.010	.020	.010
Sign Blank Thickness, in.	.079	.118	.118	.157
Weight, lbs/sq. ft	.57	.76	.93	.95
Bow Maximum % of length or width	0.5	0.5	0.5	0.5
C. of Expansion (D696) in./in./°F	15x10 ⁶	16x10 ⁶	13x10 ⁶	17x10 ⁶
Flexural Stiffness (C393) psi	2.6x10 ⁸	6.4x10 ⁸	1.04x10 ⁹	1.2x10 ⁹
Deformation Temperature (D648) degrees F	230	230	232	230
Avg. Tensile Strength (E8) psi	7487	5761	8747	4480
Flexural Modulus (D790) psi	4.22x10 ⁶	6.23x10 ⁶	7.11x10 ⁶	1.3x10 ⁷
Punching Shear Resistance				
Average Load (D732) lbs	1258	1294	1847	1382
Average Stress (D732) psi	4766	3428	4950	2860
Bond Integrity				
Vertical Pull (C297) psi	1581	1429	1906	1202
Drum Peel (D1781) in.lb./in.	62.5	58.5	33.6	58.1
Flatwise Shear (C273) psi	1689	1689	1259	1608
Durability (See Warranty) years	13	13	13	13
Recyclability	100%	100%	100%	100%

Testing This product shall have undergone documented wind testing. 48"x48" signs mounted on steel 2 1/2" x 2 1/2" square permanent posts shall be tested using turbulent flow equipment with a minimum sustained velocity of 80 mph (with minimum 108 mph gusts). The flow pattern of the wind equipment shall be calibrated in 2'x2' square flow areas prior the testing and must be within 10% of the 80 mph and 108 mph minimums over the area of the sign(s) to be tested. Each sign tested must use one of the types of retroreflective sheeting listed in Table 1. At a minimum, a 2mm thick sign with the .010" minimum aluminum thickness and a 4mm thick sign with both the .010" minimum and the .020" maximum aluminum thickness shall be tested. Video and digital image documentation and physical measurement of the substrate behavior under various turbulent flow wind loads must be observed by an Independent Testing Agency. The specific wind testing shall be a minimum of 15 minutes duration from each on the front of the sign and then 15 minutes on the back of the sign with the sign attachment to the post not being disturbed between the two tests. Every three minutes of each 15minute test the wind velocity shall be increased to minimum of 108 mph for a minimum of 10 seconds. In all there shall be a minimum of five 108 mph gusts on each side of the sign. The signs shall be mounted in the square orientation rather than diamond. The sign will be mounted via two 5/16" sign mounting bolts with 7/8" diameter, 1/8" thick nylon washers on the centerline of the sign. The sign deflections and residual deformations shall not exceed the values in Table 1 below. The deflections and deformations shall be measured no more than 1 1/2" vertically or horizontally from the midpoint of one or both vertical edges of the sign by a realtime linear transducer/data acquisition system. If the sign should bow in the vertical direction rather than the horizontal direction when the wind is on the back of the sign, then the results reported must call attention to that occurrence since it will be misleading as to the general performance of the material. In that case, the data taken from the wind impacting the front of the sign shall be used to determine whether the material meets specifications. The material supplier must provide the test date(s), the name of the facility, and the name of the independent testing agency.

In addition the sign substrate material/sheeting combinations shall have been successfully trial field tested by a state DOT in at least two roadside or overhead locations as permanent signs for a minimum of two years.

Property				
Reflective Sheeting Type	Type III – Prismatic High Intensity	Type IX – Diamond Grade	Type III – Prismatic High Intensity	Type IX – Diamond Grade
Laminate Thickness/Aluminum Thickness	2mm/.010"	4mm/.010"	2mm/.020"	4mm/.020"
Average Front Wind Sign Deflection	5"	1.5"	3.75"	1.5"
Residual Front Wind* Deformation	0.5"	0.375"	.312"	.125"
Average Back Wind Sign Deflection	5.75"	1"	2.75"	.75"
Residual Back Wind* Deformation	1.125"	0.25"	.875"	.25"
Final Mounting Hole Deformation	.125"	.125"	.100"	.100"

* Residual Deformation is the difference in the position of the linear transducer attachment point after each 15minute run when the wind has ceased compared to the initial position before the run.

Recycling

The material must be able to be recycled through a process defined by the manufacturer or supplier to reclaim a defined percentage of the aluminum and the polyethylene.

Manufacturing Quality System

The aluminum composite manufacturing facility or facilities must present documentation to show they are at least ISO 9001:2000 certified to produce the laminates specified herein.

Specification for Aluminum Composite Permanent Sign Substrates Page 3 of 3 Warranty Warranty must be provided against defects, workmanship, and failures for the expected effective life of the reflective sheeting.

Packaging

Standard packaging for blanks to be 4way skid or special wooden reinforced box/skid. Standard packaging quantity depends on size of order. Bulk packaging per request. All packaging per industry standards.

Technical Support/Training

Supplier must provide personal factory support, and training within 24 hours for product matters that relate to fabrication and applications.

Samples

Nonreturnable samples may be required at no expense to evaluate prior to an award.

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

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

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

Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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