



# CITY OF SUFFOLK

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

Purchasing Division

## INVITATION FOR BID

### Godwin Bridge Repairs – Phase II

ACCEPTANCE DATE: Prior to 3:00 p.m. May 18, 2012 “Eastern Standard Time”

IFB NUMBER: 2012-00104

MAIL OR DELIVER RESPONSE TO: Purchasing Division, Room 105  
441 Market Street  
Suffolk, Virginia 23434

BID OPENING LOCATION: Purchasing Conference Room  
441 Market Street, Room 105

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

Ivy Crawford, Buyer I  
(757) 514-4015  
Email address: [icrawford@suffolkva.us](mailto:icrawford@suffolkva.us)

This document can be down loaded from our web site: [www.suffolkva.us/bids](http://www.suffolkva.us/bids)

Issue Date: May 2, 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 bidder is not listed as a prospective bidder.**

**INVITATION FOR BID**

**Godwin Bridge Repairs – Phase II**

**SECTION/TITLE**

1.0 PURPOSE..... 3

2.0 COMPETITION INTENDED ..... 3

3.0 SCOPE OF WORK..... 3

4.0 INSTRUCTION TO BIDDERS ..... 9

5.0 CONTRACT TERMS AND CONDITIONS ..... 12

References:..... 22

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA ..... 24

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES ... 25

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

Prepared By: Ivy Crawford, VCA Date: May 2, 2012  
Buyer I

## **Godwin Bridge Repairs – Phase II**

### **1.0 PURPOSE**

The intent of this Invitation for Bid is to hire one contractor to provide all labor, equipment, vehicles/transportation, permits and fees, and associated insurance required to furnish and apply epoxy as an overlay over concrete bridge decks on the Godwin Bridge on Route 17, Bridge Road, Suffolk, Virginia for Public Works Road Maintenance 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 SCOPE OF WORK**

#### **3.1 General**

The contractor shall provide traffic control, remove epoxy EP-5 overlay, identify de-laminations of deck by chain drag method, make type B repairs (20 square yards of concrete basis of estimate only) prepare surface for overlay, resurface the bridge deck with epoxy concrete overlay, put down permanent pavement markings with snow plow-able markers.

All construction details shall be per the Virginia Department of Transportation Road and Bridge Specifications and/or City standard unless approved by the Engineer.

Contractor shall make every effort to have all work locations completed in a timely manner agreed upon by Public Works Road Maintenance Division; in addition, shall make temporary arrangements for vehicular traffic daily. These efforts are to be approved by the City.

Contractor shall be responsible for disposal of all spoils generated as a result of this work unless agreed upon by Public Works Road Maintenance Division. The Contractor shall also remove and dispose of or store, as directed by the City, fences, building, structures, or encumbrance within the project limits. Materials so removed, including existing drains or pipe culverts, shall become the property of the Contractor.

Contractor shall guarantee his work for a period of one (1) year from completion date of each individual project released against the contract.

Work hours shall be 7:00 p.m. to 5:00 a.m. The workweek is Sunday through Thursday except with the approval of the City or designee. This project shall be completed within 90 days from Notice of Award.

The expansion joint and elastomeric expansion dam replacements were completed in Phase I of this project. Every effort shall be made to protect these newly replaced dams/joints.

- A. The epoxy shall be modified type EP-5 conforming to Section 243 of the Specification in Guidelines for projects requiring Epoxy as an overlay over concrete bridge deck from VDOT (Virginia Department of Transportation) specifications with the following exceptions:

PROPERTY	REQUIREMENT	TEST METHOD
Pot life	15 to 45 minutes at 75 degrees F	ASTM C881 (50 ml sample in paper cup)
Tensile Strength	2,000 to 5,000 psi at 7 days	ASTM D638
Tensile Elongation	30 to 70 percent at 7 days	ASTM D638
Viscosity	7 to 25 poises	ASTM D2393 (Model RVF Brookfield, Spindle No. 2 at 20 rpm)
Minimum compressive strength at <b>3 hrs.</b>	1,000 psi at 75 degrees F	ASTM C109 (use plastic inserts)
Minimum compressive strength at <b>24 hrs</b>	5,000 psi at 75 degrees F	ASTM C109
Minimum adhesion strength at <b>24 hrs</b>	250 psi at 75 degrees F	VTM-92

- B. Aggregate shall be angular grained silica sand or basalt having less than 0.2 percent moisture, free of dirt, clay, asphalt and other foreign or organic materials.

The silica sand and basalt shall have a minimum Mohs' scale hardness of 7. Unless otherwise approved, silica sand and basalt shall conform to the following graduation:

PERCENT BY WEIGHT OF MATERIAL PASSING			
No. 4	No. 8	No. 16	No. 30
Sieve	Sieve	Sieve	Sieve
100	30-75	Max. 5	Max. 1

### 3.2 Safety

Contractor shall wear appropriate safety apparel such as long sleeved shirts, leather gloves, steel toe boots, hard hats and have adequate eye protection.

### 3.3 Storage of Materials

MSDS and other information pertaining to the safe practices for the storage, handling and disposal of the materials, and to their health hazards shall be

obtained from the manufacturer and posted at storage areas. A copy of such information shall be provided to the Engineer for the project.

### 3.4 Surface Preparation

The contractor must perform milling operations to remove existing epoxy overlay and any weak contaminated/deteriorated concrete. In addition, chain drag the bridge surface to determine any areas that may require spall repairs. Spall repairs are to be made in accordance with Virginia Department of Transportation Road & Bridge Specification 2007 section 412. Clean deck by method approved by City or designee to promote adhesion of epoxy material to bridge deck. Prior to placing the first course, the Contractor shall determine the bridge deck cleaning method in accordance with VTM-92 to obtain the size of shot, flow of shot, forward speed of shot blast machine, and number of passes necessary to provide a tensile rupture strength greater than or equal to 250 psi or a failure area, at a depth of ¼ inch or more into the base concrete, greater than 50 percent of the test area. A test result shall be the average of three tests on a test patch of at least 1.5 feet by 3 feet consisting of two courses. One passing test result must be obtained for each span or 300 square yard, whichever is the smaller area. Test patches shall be placed in wheel paths, the area between wheel paths or in other areas that represent a worst surface condition as determined by the Engineer. To provide assurance that the cleaning procedure, materials, installation procedure, and curing period will provide the desired overlay, test patches shall be installed with the same materials, equipment, personnel, timing, sequence of operations, and curing period prior to opening to traffic that will be used for the installation of the overlay. The cleaning method, materials, and installation procedure will be approved if one passing test result is obtained from each test area.

If the cleaning method, materials and installation procedure are not acceptable, the Contractor must remove failed test patches and make the necessary adjustments, and retest all test areas at no additional cost to the City until satisfactory test results are obtained.

Before placement of the epoxy concrete overlay, the entire deck surface shall be cleaned by shot blasting and other means, using the approved cleaning method to remove asphaltic material, oils, dirt, rubber, curing compounds, paint carbonation, laitance, weak surface mortar and other potentially detrimental materials, which may interfere with the bonding or curing of the overlay. Acceptable cleaning is usually recognized by a significant change in the color of the concrete and mortar, and the beginning exposure of coarse aggregate, must have open pores due to cleaning to be considered adequate for bond. Areas of asphalt larger than one inch in diameter, or smaller areas spaced less than six inches apart, shall be removed. Traffic paint lines shall be considered clean when the concrete has exposed aggregate showing through the paint stripe. A vacuum cleaner shall be used to remove all dust and other loose material. Brooms shall not be used and will not be permitted.

If the Engineer determines that an approved cleaning method has changed prior to the completion of the job, the Contractor must return to the approved cleaning methods and re-clean the suspect areas or verify through test at no additional cost to the City that the altered method is acceptable.

Epoxy concrete overlay shall not be placed on hydraulic cement concrete that is less than 28 days old. Magnesium phosphate patching materials requires epoxy concrete overlay shall not be placed no less than 30 days old. Patching and cleaning operations shall be inspected and approved prior to placing each layer of the overlay. Any contamination of the deck or intermediate courses, after initial cleaning, shall be removed. Both courses shall be applied within 24 hours following the final cleaning and prior to opening the area to traffic.

There shall be no visible moisture present on the surface of the concrete at the time of application of the epoxy concrete overlay. Compressed air may be used to dry the deck surface.

3.5 Equipment

The mechanical applications equipment shall consist of no less than an epoxy distribution system, fine aggregate spreader, application squeegee and vacuum trucks. There shall also be a source of lighting available as the work will be performed at night. The distribution system or distributor shall accurately blend the epoxy resin and hardening agent and shall uniformly and accurately apply the epoxy materials at the specified rate to the bridge deck in such a manner as to cover 100 percent of the work area. The fine aggregate spreader shall be propelled in such a manner as to uniformly and accurately apply the dry silica sand or basalt to cover 100 percent of the epoxy material. The vacuum truck shall be self-propelled.

For hand applications, equipment shall consist of calibrated containers, a paddle type mixer, squeegees, rollers and brooms, which are suitable for mixing the epoxy and applying the epoxy and aggregate in accordance with the requirements.

3.6 Application

Handling and mixing of the epoxy resin and hardening agent shall be performed in a safe manner to achieve the desired results. Epoxy concrete overlay materials shall not be placed when weather or surface conditions are such that the material cannot be properly handled, placed, spread, and cured within the specified requirement of traffic control.

The epoxy overlay shall be applied in two separate courses in accordance with the following rate of application, and the total of the two applications shall not be less than 7.5 gallons per 100 square feet.

<b>COURSE</b>	<b>RATE GAL./100 SQ.FT</b>	<b>AGGREGATE LBS./SQ.YD</b>
1	No less than 2.5	10+
2	No less than 5.0	14+

After the epoxy mixture has been prepared for the epoxy concrete overlay, it shall be immediately and uniformly applied to the surface of the bridge deck with a squeegee or paint roller. The temperature of the bridge deck surface and all epoxy and aggregate components shall be 60° F or above at the time of application. Epoxy shall not be applied if the air temperature is expected to drop

below 55° F within 8 hours after application, or the gel time is less than 10 minutes. The dry aggregate shall be applied in such a manner as to cover the epoxy mixture completely within 5 minutes. First course applications, which do not receive enough sand prior to gel shall be removed and replaced. A second course insufficiently sanded may be left in place, but will require additional applications before opening to traffic. Each course of epoxy concrete overlay shall be cured until vacuuming can be performed without tearing or damaging the surface. Traffic or equipment shall not be permitted on the overlay surface during the curing period. After the course one curing period, all loose aggregate shall be removed by vacuuming and the next overlay course applied to completion. The minimum curing periods shall be as follows:

Course	Average temperature of deck, epoxy and aggregate components in °F					
	60-64	65-69	70-74	75-79	80-84	85+
1	4 hrs.	3 hrs.	2.5 hrs.	2 hrs.	1.5 hrs.	1 hr.
2	6.5 hrs.*	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

\* Course 2 shall be cured for 8 hrs. if the air temperature drops below 60°F during the curing period.

The contractor shall plan and prosecute the work to provide the minimum curing periods as specified herein, or other longer minimum curing periods as prescribed by the manufacturer prior to opening to public or construction traffic, unless otherwise permitted. Course 1 applications shall not be opened to traffic.

Unless otherwise specified the epoxy concrete overlay courses shall be applied over the expansion joints of the bridge deck. The expansions joints shall be provided with a bond breaker. Within 12 hours of application and prior to opening to traffic, the overlay shall be removed over each joint by removal of the bond breakers or by scoring the overlay period to gelling or by saw cutting after cure.

In the event the Contractor’s operation damages or mars the epoxy concrete overlay, the Contractor shall remove the damaged areas by saw-cutting in rectangular sections to the top of the concrete deck surface and replacing the various courses in accordance with this Specification at no additional cost to the Department.

For each batch provided, the Contractor shall maintain and provide to the Engineer records including, but not limited to, the following:

1. Batch number and sizes
2. Location of batches as placed on deck, referenced by stations.
3. Batch time
4. Gel time (50 ml sample)
5. Temperature of the air, deck surface, epoxy components, including aggregates.
6. Loose aggregate removal time.
7. Time open to traffic.

### 3.7 Traffic Control

Work may be required at congested traffic intersections, it is imperative that the Contractor's personnel be sufficiently experienced to perform work in an expeditious manner and with a minimum of interference with traffic. State certified flag persons must be used to control traffic in accordance with the Virginia Work Area Protection Manual in addition to all temporary signage for work zones.

Contractor shall ensure the safety of all workers and the traffic traveling near the work area, proper traffic control devices shall be installed. The Manual of Uniform Traffic Control Devices (MUTCD) guidelines must be adhered to while performing this service.

The contractor shall develop a traffic control plan that considers traffic volume and curing time of the sealant for each work location; in addition to, adhering to work hours and restrictions. The plan must be approved by the Public Works Road Maintenance Division.

### 3.8 Damages

Contractor shall be responsible for contacting Miss Utility and shall also be responsible for any damage to utilities, public infrastructure of private property.

All buildings, grounds, appurtenances and furnishings shall be protected by the Contractor from damage which might be done or caused by work performed under this contract. Any damages caused directly or indirectly by the Contractor or his agents or employees shall be repaired and/or replaced at the expense of the Contractor by methods approved by the City to restore the damaged areas(s) to its original condition.

The Contractor shall be held responsible for any acts of his/her employees. All damages, if any, shall be repaired to the complete satisfaction of the City.

Upon occurrence, the Contractor must immediately notify the owner of any damage made by his work force or any damage that may be discovered as the work progresses. Any damage not properly identified to the City shall be assessed to the Contractor.

The Contractor, along with a City representative, shall assess any damages that may have occurred to the pipe structure during the process of the repairs within 48 hours after the completion of the repairs. Assessment of damage must occur within one week from time of complaint by the City. Repairs to damaged pipe or infrastructure shall be completed to the City's sole satisfaction within ten (10) working days after identification of the damage.

### 3.9 Bid Evaluation and Award

If awarded, the bid shall be awarded to the lowest responsive and responsible bidder. In determining the lowest bidder, the following factors shall be considered:



- Price: as outlined on the BID FORM.
- Ability, capability, and skill of the bidder to perform the contract within the time frame(s) specified.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance on recent (last 5 years) contracts for epoxy concrete overlay on bridge decks. Provide list & references..
- The financial resources and ability of the bidder to perform the contract.

## 4.0 INSTRUCTION TO BIDDERS

### 4.1 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. 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. Bids must be received by the Finance Department/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, 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 for bid acceptance deadline shall be provided via electronic date/time stamp as monitored by Purchasing staff.

### 4.2 City Contacts

Questions related to bid submittals should be directed to:

Ivy Crawford VCA  
 (757) 514-4015  
[icrawford@suffolkva.us](mailto:icrawford@suffolkva.us)

Ivy Crawford, Buyer I, 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.

### 4.3 Firm Pricing

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

### 4.4 Unit Price

The quantities specified in the invitation for bid have been verified except Type B repairs (estimated for bid purposes). Type B repairs will be paid on actual quantity.

4.5 Contract Quantities

The quantities specified in the Invitation for Bid have been verified. They do indicate the actual quantity, which will be ordered.

4.6 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.

4.7 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.

4.8 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.

4.9 Late Bid

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.

4.10 Rights of the 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.

4.11 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.

#### 4.12 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.

#### 4.13 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](http://www.suffolkva.us) for a minimum of ten (10) days.

#### 4.14 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.

#### 4.15 Contractor's License

As required under Title 54.1, Chapter 11, Code of Virginia, Bidders shall show evidence of a Class A Contractor's License before their Bid may be received and considered. The Bidder shall place on the outside of the envelope containing his bid, and on the Bid Form over his signature, the following notation: "Registered Virginia Contractor Number \_\_\_\_\_."

#### 4.16 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.

## 5.0 CONTRACT TERMS AND CONDITIONS

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

### 5.1 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.

### 5.2 Insurance

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

Contractor shall purchase and maintain the following insurance coverage:

- a. Workers' Compensation  
Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.
- b. General Liability  
Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.
  1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$1,000,000 Fire Damage Limit  
\$ 500,000 Medical Expense Limit

c. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$ 500,000 Medical Expense Limit

d. Umbrella/Excess Liability

\$1,000,000 umbrella/excess liability coverage

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The CONTRACTOR'S insurance shall be primary over any applicable insurance or self-insurance maintained by the CITY.
4. The CONTRACTOR 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 coverage for CONTRACTOR'S subcontractors 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, the insurer shall reduce or eliminate such deductible or self-insured retention, or the CONTRACTOR 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

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

### 5.3 Hold Harmless Clause

The Contractor shall, during the term of the contract, defend, 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.

### 5.4 Safety

All contractor and subcontractor 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.

### 5.5 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that

contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 5.6 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)

#### 5.7 Compliance with Federal Immigration Law

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

#### 5.8 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

5.9 Antitrust

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

5.10 Drug-free Workplace

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

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

5.11 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.

5.12 Faith-Based Organizations

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

5.13 Substitutions

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

5.14 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. Interest shall accrue at the rate of one percent 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 numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5.15 Payments to Subcontractors

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

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

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

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

5.16 Non-Assignment

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

5.17 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 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.

5.18 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.

#### 5.19 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 the appropriation was made without penalty or expense to the City of any kind whatsoever.

#### 5.20 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.

#### 5.21 Bid Guaranty

All Bids shall be accompanied by a Bid Bond, certified check, or other acceptable negotiable security executed by a surety company licensed to do business in the Commonwealth of Virginia, as a guarantee that the Bid will not be withdrawn for a period of sixty (60) days after the bid opening, and that the Bidder will enter into the contract for the work and furnish the required Bonds. The amount of the bid guaranty shall be equal to five percent (5%) of the total bid amount and shall be payable to the Treasurer, City of Suffolk, VA.

The successful Bidder, upon failure or refusal to enter into the Contract and/or to furnish the required Performance Bond and Labor and Materials Bond within the

time specified, shall pay to the City of Suffolk as liquidated damages, an amount equal to the bid guaranty deposited with the Bid or a portion thereof equal to the difference between the bid security and the next higher acceptable Bid.

The Owner shall release/return the Bid Bonds or certified check to all Bidders except the three (3) apparent lowest responsive and responsible bids, within fifteen (15) days of the opening of Bids. The remaining Bid Bonds or certified checks will be released/returned once the Contract has been executed by the successful Bidder.

5.22 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.

5.23 Conflict of Interest

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

5.24 Responsibility of Contractor

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

5.25 Liquidated Damages

Should the contractor fail to perform as required by the Contract, or should the City terminate the contract, and the supplier fails to complete fully the work under the contract in accordance with the contract schedule, the City shall also have the right to assess the supplier a liquidated damage amount not to exceed two thousand dollars (\$2,000) per calendar day to be calculated on the basis of the City's documented and reasonable proof of harm, loss, inconvenience, or non-feasibility of otherwise obtaining an adequate remedy.

5.26 Controlling Law

This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules.

5.27 Venue; Pending/during Litigation

In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the

matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

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

5.28 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.

5.29 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.

# BID FORM

**TO:** City of Suffolk  
 Purchasing Division  
 P.O. Box 1858  
 Suffolk, VA 23434

**BID:** Godwin Bridge Repairs – Phase II  
**DUE:** *May 18, 2012*  
**TIME:** 3:00 p.m., Eastern Standard Time

\_\_\_\_\_ **(Company)** offers to furnish all labor, equipment, vehicles/transportation, materials, permits and fees, and insurance required to provide the epoxy concrete overlay for the project – Godwin Bridge Repairs Phase II for the City of Suffolk in accordance with all specifications, terms, and conditions herein.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Mobilization	1	LS	\$ _____	\$ _____
2	Traffic Control	1	LS	\$ _____	\$ _____
3	Milling	17471	SY	\$ _____	\$ _____
4	Type B Patching (estimate)	20	SY	\$ _____	\$ _____
5	Epoxy Concrete Overlay	17,471	SY	\$ _____	\$ _____
6	Chain Dragging	1	LS	\$ _____	\$ _____
7	Pavement Markings	12,306	LF	\$ _____	\$ _____
8	Snow Plowable Markers	100	EA	\$ _____	\$ _____
<b>GRAND TOTAL</b>					\$ _____

**TIME TO COMPLETE THIS PROJECT IS 90 DAYS AFTER NOTICE TO PROCEED.**

- Bidder has included Anticollusion Statement with bid.**                      **Yes/No (Circle one)**
- Bidder has included certificate of insurance with bid.**                      **Yes/No (Circle one)**
- Bidder has included SCC form and number assigned**                      **Yes/No (Circle one)**
- Bidder has included Bid Bond.**                      **Yes/No (Circle one)**

**Manpower:** The Contractor has \_\_\_\_\_ (number) of employees available to his/her company to perform services as needed for this contract.

**References:**

Indicate below a listing of at least three (3) recent references for whom you have provided similar services. Include the date services were furnished and the name, address, and phone number of the person we have your permission to contact.

<u>Client/Address</u>	<u>Date</u>	<u>Contact Person</u>	<u>Phone No</u>
1) _____ _____ _____	_____	_____	_____
2) _____ _____ _____	_____	_____	_____
3) _____ _____ _____	_____	_____	_____

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Person Quoting \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Soc. Security # or FIN # \_\_\_\_\_

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 by my signature below that I have received the documents associated with this bid 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 further claims against the City of Suffolk that the document were incomplete or not understandable.

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 2.1-639.1 et. seq.

\* **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title** \_\_\_\_\_

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

## 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**



## 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.

<b>Name and Address of Bidder:</b>	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