



CITY OF SUFFOLK

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

Purchasing Division

INVITATION FOR BID

Grass Cutting Services for Public Utilities Annual Contract

ACCEPTANCE DATE: Prior to 3:00 p.m. August 22, 2012 "Local Verizon Time"

IFB NUMBER: 2013-00014

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

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

Issue Date: August 8, 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

GRASS CUTTING SERVICES FOR PUBLIC UTILITIES – Annual Contract

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Prepared By: Ivy Crawford, VCA Date: August 8, 2012
Buyer I

GRASS CUTTING SERVICES FOR PUBLIC UTILITIES– Annual Contract

1.0 PURPOSE

The intent of this Invitation for Bid is to hire **one** contractor(s), to provide all labor, equipment, transportation, and associated insurance required to provide annual landscape and grass cutting services on an as needed basis for the City of Suffolk Department of Public Utilities 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 PERIOD

The contract shall cover the period from date of award through July 31, 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 City reserves the option to renew this agreement for two (2) additional one-year periods.

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.

The City may terminate the contract for cause, but the City will document the nature of all complaints, and the Contractor will be given the opportunity to take corrective action. Failure to take corrective actions or excessive (in the sole opinion of the City) complaints will result in cancellation.

4.0 SPECIFICATIONS

Contractor(s) shall provide all labor, materials, transportation, equipment, licenses, permits, etc. necessary to maintain landscaping and acceptable grass height as designated by the Department of Public Utilities.

All work shall be on an AS NEEDED BASIS in accordance with specifications and conditions herein and as instructed and scheduled with each of the using departments. The City does not guarantee any minimum amount of work for the Contractor during the contract period; quantity of work performed will be

determined by the using department. The City reserves the right to add or delete locations at any time during the contract period.

All work is to be performed during normal working hours between Monday and Friday. No work is to be performed on observed City Holidays.

The Public Utilities Department will provide the contractor with a mowing schedule for all properties. In general, standard weekly grass cuttings will be required for the majority of locations. Grass cutting height should be between 2.5" and 3". The City reserves the right to amend the cutting schedule for any reason at any time.

In addition to cutting and trimming grass, the Contractor shall be required to remove any heavy accumulation of turf clippings; sweep clippings from sidewalks, curbs and building entrances; trim grass next to foundations, fences, light poles, fire hydrants, street sign posts, trees, and other permanent objects; edge curbs, sidewalks, driveways and planting beds; and provide weed control in cracks and expansion joints.

Scope of work shall include mowing of ditches and drainage basins, and wet weather conveyances.

Contractor shall complete work on each location at one cutting, unless otherwise approved by the City.

Contractor shall use commercial grade OPEI/UL approved equipment maintained in good working condition and appropriately equipped with safety devices. Contractor shall have adequate equipment and manpower necessary to complete the job in the time allotted. Equipment and available manpower must be listed on the BID FORM.

Contractor may use Roundup or other non-selective post-emergent herbicide to edge posts, and fence lines. **Any herbicide used adjacent to any water body that drains into any part of the City's raw or treated water supply shall be NSF approved for use in potable water.**

Contractor shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders and adjacent property from injury/damage. Contractor shall furnish and maintain insurance coverage and shall indemnify and hold harmless the City of Suffolk in substantial accordance with the attached.

Contractor shall be responsible for removing obvious litter prior to mowing.

It shall be the Bidder's responsibility to examine and understand the requirements of the bid documents and visit the job site(s) to familiarize himself with boundaries and/or local conditions that may in any manner affect cost, progress or performance of the work. Supplementary inspections may be made by contacting the departmental representative(s) below:

PUBLIC UTILITIES:

Tony Aguilar (757) 514-7049

Quote firm price for ONE CUTTING AND TRIMMING AT EACH SITE. The City reserves the right to negotiate an hourly rate for partial cuttings with the contractor. The City reserves the right to award by location, group, or in total.

Contractor shall submit monthly bill for the past month's services. The bill shall identify the site, day of the week it was mowed, starting time, and stopping time; weather related delays and herbicide applications shall also be noted.

4.1 **PUBLIC UTILITIES DEPARTMENT**

City Farm Tank
City Farm Well
County St. Water Tank Site
Crittenden Road Well Site
Crumps Mill Pond
Holland Water Tank Site
Holland Well Site
Jottom Lane Well Site
Judkins Court (Carolina Road Tank Site)
Kilby Shores Well Site
Lake Speight Well Site
N. Suffolk Water Tank Site
Nansemond Shores Well
Old Treatment Plant property
PRV Site
Public Utilities Line Maintenance Shop
Reids Ferry Well Site and three foot buffer strip along outside of fence
RT 17 Vault – Bridge Road
Turlington Park Well Site
Water Treatment Plant
Westley Lane Well Site
Whaleyville Office
Whaleyville Water Tank Site
Whaleyville Well Site 1 - 6251 Whaleyville Blvd
Whaleyville Well Site 2 – 125 Robertson St
Wilroy Water Tank Site

Requirements specific to Public Utilities Department:

Contractor will be provided keys for access to those areas requiring additional security. It will be the Contractor's responsibility to make sure that these areas are re-locked after each mowing session.

Many of the locations to be mowed are adjacent to personal property. Appropriate care and attention should be made to assure the integrity of the setting, and to insure that City property, as well as the property of the adjacent landowner, is not damaged, or otherwise disturbed.

Water Treatment Plant sludge lagoons must be cut and trimmed to the standing water level around the lagoon sides.

Should the contractor fail to maintain any of the locations listed herein to the City's satisfaction; the City reserves the right to use other contractors to complete the job.

5.0 INSTRUCTION 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. 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.

5.2 City Contacts

Questions related to bid submittals should be directed to:

Ivy Crawford VCA
(757) 514-4015
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.

5.3 Firm Pricing

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

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

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

5.5 Unit Price

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

5.6 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 A SPECIFIC AMOUNT OF WORK.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Purchasing Division and/or on the City's web site, www.suffolkva.us for a minimum of ten (10) days.

5.16 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.

6.0 CONTRACT TERMS AND CONDITIONS

The resulting contract with the successful bidder will be subject to the following 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

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

a. Workers Compensation

As statutorily required by the Commonwealth of Virginia. Employers Liability, minimum requirement of \$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

d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.

2. The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages and policies that address additional insureds shall be provided. 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 declaration page(s), endorsement(s) and/or policies 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
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 with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents 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.

All coverage 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, 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.

6.4 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.

6.5 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.

6.6 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)

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Faith-Based Organizations

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

6.13 Substitutions

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

6.14 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.

6.15 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.

6.16 Non-Assignment

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

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

6.24 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.

6.25 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.

6.26 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.

6.27 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: Grass Cutting Services –
 Public Utilities
DUE: *August 22, 2012*
TIME: 3:00 p.m., Local

_____ **(Company)** offers to furnish all labor, equipment, transportation, materials, and insurance required to provide annual **Grass Cutting Services** for the City of Suffolk department of Public Utilities in accordance with all specifications, terms, and conditions herein.

The bidder agrees to provide grass cutting services on an AS NEEDED BASIS in accordance with the specifications, terms, and conditions herein based on per cutting at each location. Price quoted per square foot shall apply to any and all locations which may be added during the contract period.

See Attachment “A” for location descriptions.

Number	Site	Frequency	Cost Per Cut
1	City Farm Tank	7 to 10 days	
2	City Farm Well	7 to 10 days	
3	County St. Water Tank Site	7 to 10 days	
4	Crittenden Road Well Site	7 to 10 days	
5	Crumps Mill Pond	14 to 21 days	
6	Holland Water Tank Site	7 to 10 days	
7	Holland Well Site	7 to 10 days	
8	Jottom Lane Well Site	7 to 10 days	
9	Judkins Court (Carolina Road Tank Site)	14 to 21 days	
10	Kilby Shores Well Site	7 to 10 days	
11	Lake Speight Well Site	7 to 10 days	
12	N. Suffolk Water Tank Site	7 to 10 days	
13	Nansemond Shores Well	7 to 10 days	
14	Old Treatment Plant property	7 to 10 days	

15	PRV Site	14 to 21 days	
16	Public Utilities Line Maintenance Shop	7 to 10 days	
17	Reids Ferry Well Site <u>and three foot buffer strip along outside of fence</u>	7 to 10 days	
18	RT 17 Vault – Bridge Road	14 to 21 days	
19	Turlington Park Well Site	7 to 10 days	
20	Water Treatment Plant	7 to 10 days	
21	Westley Lane Well Site	14 to 21 days	
22	Whaleyville Office	7 to 10 days	
23	Whaleyville Water Tank Site	7 to 10 days	
24	Whaleyville Well Site 1 - 6251 Whaleyville Blvd.	7 to 10 days	
25	Whaleyville Well Site 2 – 125 Robertson St.	7 to 10 days	
26	Wilroy Water Tank Site	7 to 10 days	
		Total =	\$

Unit Price

Additional Grass Cutting Services

\$ _____ sq. ft.

List all mowing equipment to be used by Contractor to maintain grass for this contract. Use back of BID FORM if additional space is needed.

	<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____
7)	_____	_____	_____
8)	_____	_____	_____
9)	_____	_____	_____
10)	_____	_____	_____

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

Bidder has included Anti-collision Statement with bid. Yes/No (Circle one)

Bidder has included Insurance documents with bid. Yes/No (Circle one)

Bidder has acknowledged any Addenda Yes/No (Circle one)

Bidder has included SCC form with bid. Yes/No (Circle one)

FEDERAL I.D. # _____

Company Name _____

Address _____

Person Quoting _____

Telephone No. _____ 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 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.

Bidders Shall Provide References On This Form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

**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.

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