



CITY OF SUFFOLK

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

Purchasing Division

REQUEST FOR PROPOSALS

Mowing and Cleanup of Properties

ACCEPTANCE DATE: Prior to 5:00 p.m. September 5, 2012 "Local Verizon Time"

IFB NUMBER: 2013-00013

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

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 10, 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your proposal to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the offeror is not listed as a prospective contractor.

SECTION/TITLE

1.0 PURPOSE3

2.0 BACKGROUND3

3.0 COMPETITION INTENDED3

4.0 CONTRACT PERIOD3

5.0 SCOPE OF WORK4

6.0 GENERAL CONDITIONS8

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS.....8

8.0 SPECIFIC PROPOSAL REQUIREMENTS 12

9.0 EVALUATION AND AWARD CRITERIA..... 14

10.0 CONTRACT TERMS AND CONDITIONS..... 15

SIGNATURE SHEET23

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION.....24

EXCEPTIONS TO RFP25

ADDITIONAL CONTRACTOR DATA.....26

SAMPLE FEE PROPOSAL..... **Error! Bookmark not defined.**

References28

ANTICOLLUSION30

PROOF OF AUTHORITY31

Prepared By: Ivy Crawford, VCA Date: August 10, 2012
Buyer I

1.0 PURPOSE

The City of Suffolk is for a fully qualified landscape and/or lawn maintenance firm to provide all labor, transportation, equipment, permits and fees required to mow grass and cleanup designated properties within the City on an as needed basis for the Department of Planning and Community Development Division due to violations of Section 34-110(b) and Section 34-109 (a) of the City of Suffolk and/or the Uniform Statewide Building Code. Other cutting/cleanup requirements are subject to competitive procedures. Work shall be in accordance with all specifications, terms, and conditions herein.

2.0 BACKGROUND

The City of Suffolk has bid out our needs for grass mowing services, but over the past few years our needs have grown, our budgets have become limited and our requirements for services have changed. The RFP is divided into sections and each section should be read and completed. The entire package to be returned to the City of Suffolk Purchasing Division should include, Signature Sheet, Proprietary/Confidential Information Identification, Exceptions to RFP, Additional Contractor Data, References, your pricing or fee schedule based on boroughs, and the Anti- collusion/Nondiscrimination/Drug Free Workplace Clauses.

3.0 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.

4.0 CONTRACT PERIOD

The contract shall cover the period from date of executed contract through August 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.

5.0 SCOPE OF WORK

- 5.1 The Contractor shall provide all labor, tools and equipment to cut all grass and weeds and trim around houses and other permanent obstructions within the boundaries of the property, remove any saplings or undergrowth, and remove all debris and trash from various sites as assigned by the City of Suffolk Department of Planning and Community Development Division. All weeds, underbrush, and trees 3" or less in diameter shall be cut flush to the ground or as close to flush as possible in relation to the terrain of the site. Removal of trees larger than 3" diameter will be bid or priced separately. Any shrubs not removed (or located around houses or structures, etc.) shall be trimmed. Burning of structures or other debris on site is strictly prohibited.
- a. All cut trees, excessive vegetation, litter, trash and debris shall be removed from the site to a proper disposal site; the abutting curb sides and sidewalks shall be cleared of grass clippings.
 - b. The majority of lots located in residential districts shall be rough cut with a bush hog unless otherwise specified by the inspector. If requested (and only if requested), the Contractor may be asked to follow the rough cut with a finished cut. (See definitions of "rough" and "finished" cut on Page 6.) Under no circumstances shall any trash, litter, debris or bulk refuse be left at contracted site(s) to be removed by the City.
 - c. All materials and other trash and debris on the site shall become the property of the contractor upon removal from the work site. The Contractor shall be responsible for removing up to 500 pounds of litter and debris on all sites. Trash and debris removed from all job sites shall be disposed of at the Regional Landfill or other approved disposal site. Dumping at the disposal will be free (with the exception of tires); Contractor will be required to abide by all rules and regulations regarding hazardous wastes, construction materials, etc. as determined by the Regional Landfill. Contractor will be responsible for notifying the Department of Public Works at least 48 hours in advance of disposal. Name, description of vehicle, and license number must be provided.
 - d. Removal of debris weighting over 500 pounds will be priced separately. The weight of debris will be established by the weight ticket issued by the Regional Landfill. Should it be determined that the weight submitted on the billing was generated from a source other than the address specified on the work order, the entire bill shall be void, and the contract shall be immediately terminated.
 - e. Contractor shall pick up work orders from the Department of Planning and Community Development Division within two (2) working days after notification by the Department. If Contractor requests work orders to be faxed, acknowledgment of receipt of

fax must be made to the inspector within two (2) working days. Failure to pick up work orders or acknowledge a fax within two (2) working days will result in the termination of the work order.

- f. All work must be completed and work orders turned into the office within seven (7) calendar days from the issued date on the work order. Extensions of this provision in the event of inclement weather delay or other extenuating circumstances shall only be granted by the Department if requested by a Contractor before the end of the seven (7) calendar days. Failure to meet these deadlines will terminate the work order and may result in non-payment. The City's inspector must approve all work prior to payment being initiated.
- g. **"HIGH PRIORITY" JOBS:** On occasion, the Department of Planning and Community Development Division will have "high priority" jobs assigned to them by the City Manager's Office. High priority work must be completed within three (3) calendar days once the work has been assigned, and work orders must be turned into the office within seven (7) calendar days.
- h. In the event that the Contractor is unable to perform the work in the required time frame, whether under normal circumstances or as a high priority item, the City reserves the right to secure services from the second lowest bidder, or if the second lowest bidder is unable to perform the work, from a contractor selected by the Department of Planning and Community Development Division.
- i. Once the Contractor responds to a work order and discovers that the work has been completed by the owner or someone else, the work order shall be returned to the Department stating that this has occurred. The City will pay the Contractor a fee of \$25.00 for time spent going to the site.
- j. Should the City be required to stop work, the contractor will be paid proportional to the work completed.
- k. All work will be conducted under the general direction of the Department of Planning and Community Development Division and is subject to inspection to ensure strict compliance with the terms of this contract. The Contractor shall afford access for the inspection of all aspects of the work and shall furnish the Department with information, as requested, relating to the work and materials.
- l. 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 that stated herein.

- m. All work under this contract must be performed by the Contractor. It is not permissible to subcontract any of this work.
- n. It is understood and agreed that the City will not guarantee any minimum amount of work. Any contract resulting from this solicitation shall obligate the City to utilize the successful bidder for the services described. Should the Contractor fail to respond within the designated time, or if the Contractor is unable to perform the work in the time allotted, the City reserves the right to secure services from the second lowest bidder, as determined by total bid for all listed locations.

5.2 Boarding Windows and Doors

- a. As an option, the City may request that the Contractor board up windows and doors of designated dwellings. The Contractor is asked to submit unit prices for one story windows and two story windows. If the price is not acceptable, the City reserves the right to obtain services from others.
- b. Exterior doors and windows shall be boarded with ½" heavy duty exterior plywood or Oriental Strand Board (OSB).
- c. Exterior upstairs doors with outdoor access stairs shall be boarded in the same manner. Upstairs doors *not* accessible from an outdoor stairway will be considered a window and will be boarded and priced as a window.
- d. Each window/door shall be secured using lag bolts.

5.3 Tire Removal

As an option, the City may request that the Contractor to remove abandoned tires from the property and deliver them to Public Works at 866 Carolina Road, Suffolk, VA. Contractor shall submit a unit price per tire for removal and disposal of same. There may be passenger size tires up to and including 16" tires. There may also be tires with rims up to and including 16" tires. If the price is not acceptable, the City reserves the right to obtain services from others.

5.4 Pricing

The contract price for cleaning up lots shall be calculated by multiplying the total square footage of the lot by the proposed price submitted by the Contractor for either a "finished" cut or "rough" cut. **"Finished cut"** shall be defined as any job where the Contractor is able to "manicure" the lot using a push mower or lawn tractor to accomplish the work; when the job is completed, grass should be no taller than 3-4 inches in height. **"Rough**

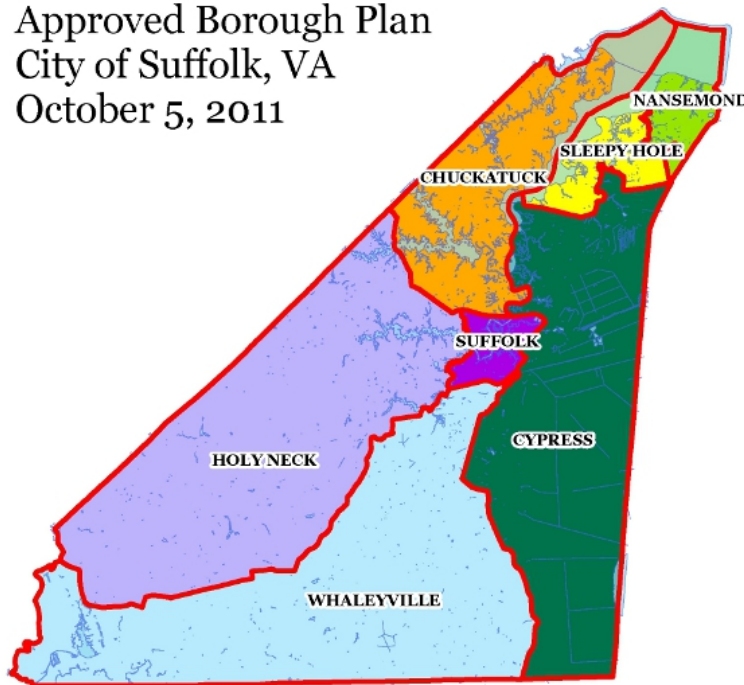
Cut" shall be defined as any job where the Contractor is required to use a bush hog or means other than a push mower or lawn tractor to perform the work. The majority of work performed will be "rough cut." The Contractor will be required to provide separate pricing for each borough within the City.

Award may be made in total to the most qualified offeror as determined per square foot for each borough. Previous work and/or experience will be a factor in award.

5.5 Boroughs in City of Suffolk

Suffolk is comprised of over 400 square miles of land with a diverse landscape that includes a mix of rural, suburban and urban development areas. In addition to being the largest city in the Commonwealth of Virginia in terms of land mass, Suffolk is also the second fastest growing city in the state. There have been recent changes to the Borough Plan and a listing of the different boroughs is included below.

Approved Borough Plan
City of Suffolk, VA
October 5, 2011



- CHUCKATUCK BOROUGH
- CYPRESS BOROUGH
- HOLY NECK BOROUGH
- NANSEMOND BOROUGH
- SLEEPY HOLE BOROUGH
- SUFFOLK BOROUGH
- WHALEYVILLE BOROUGH

6.0 GENERAL CONDITIONS

6.1 Experience

- A. The successful offeror shall submit a Mowing Cost Schedule for the work to be performed under this contract for each borough. The total cost per square foot for each rough cut and finished cut.
- B. After each monthly cycle, the contractor shall submit to the City representative an original invoice for the preceding cycle, claiming the monthly dollar value in accordance with the Landscape Maintenance Cost Schedules(s). For work items partially completed (mulching, over-seeding, etc.) the contractor shall be paid for the percentage of the work actually completed. Invoices are to be submitted at the end of the month for which the services were rendered.

6.2 Qualifications

Minimum qualifications for the firm and key forepersons/supervisors assigned to the work shall include the following:

- 1. Have thorough technical knowledge of the best maintenance practices for the industry as needed.
- 2. Have adequate staff to respond quickly to tasks and attend to on-site needs in a timely manner.
- 3. Have adequate equipment and operators to fulfill obligations and to provide timely response to all task orders.
- 4. Have had considerable favorable experiences in servicing projects of like size, stature and cost.
- 5. Be registered and keep valid all permits and certifications.

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

7.1 Submission of Proposals

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations. Be sure proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. It is the responsibility of the Offeror to insure proposals are received by the Purchasing Division BEFORE the hour specified on the acceptance date. Proposals may either be mailed to: P.O. Box 1858, Suffolk, Virginia 23439 (FedEx and UPS do not deliver to a PO Box) or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.

7.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, that all questions are received five (5) days prior to opening date.

The Buyer I, Ivy Crawford, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. Accordingly all questions and/or comments should be directed to the Buyer's attention. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the offeror from the procurement.

7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. All addenda can be downloaded from www.suffolkva.us.

7.4 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for 120 days from proposal receipt date.

7.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any propriety information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

7.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

7.7 Preparation and Submission of Proposals

- a. All proposals shall be signed in ink by the individual or authorized principals of the firm.

- b. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- d. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Purchasing Division prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- e. Each firm shall submit one original and three (3) copies of their proposal (including price proposal) to the City's Purchasing Division as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

7.8 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.9 Registering of Corporation

Any corporation transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733.

7.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

7.11 Rights of the City

The City reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the City.

7.12 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The City reserves the right to determine the responsiveness of any deviation.

7.13 Miscellaneous Requirements

- a. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.

The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

7.14 Announcement of Award

A Notice of Award will be posted on the City's web site www.suffolk.va.us and on the bulletin board located in the Purchasing Division, Room 105, 441 Market Street, Suffolk, Virginia.

7.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.16 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.

7.17 Use of Contract by Other Public Bodies

Offerors are advised that the resultant contract may be extended, with the authorization of the Offeror, 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.

8.0 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal:

8.1 Signature Sheet and Cover Letter

The offeror shall complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and Signature Sheet, as well. The letter must stipulate that the proposal price(s) will be valid for a period of at least 120 days. Indicate the address, email address and telephone number of the Contractor's office.

8.2 Scope of Services

This section of the proposal should include a general discussion of the Contractor's understanding of the "overall" project and a summary of the products and services being proposed.

Offerors must provide the following information about the Contractor and any company that is proposing partnering or sub-contracting with or fulfilling this contract so that the City can evaluate the Contractor's stability and ability to support the commitments set forth in response to this Request for Proposal.

The City, at its option, may require the Contractor to furnish additional information or clarification.

- a. State your organization's ability to complete the work within the time stipulated. If you are unable to meet the deadlines, please indicate the specific reasons that the deadlines cannot be met.
- b. Describe in concise terms the methodology you will use to maintain the properties for each location described in the RFP.
- c. Describe any other services you will provide for the fee submitted for each location to either ensure successful completion of this project and/or to enhance the efficiency of this project.
- d. Describe your organization's quality control/assurance program as it relates to this project.

8.3 Company Statement of Qualifications

Provide a brief background including years in business and office location. Provide an organizational charter, including all staff located at the office location provided with this proposal. Please list by classification (e.g. equipment operator, laborer, office employee, supervisor, manager, etc.)

8.4 Resume of Responsible Individuals

Provide a resume for each individual assigned to this project as a manager and or supervisor that includes a minimum of the following:

- a. Name
- b. Role in project
- c. Years with this firm
- d. Any previous landscape experience, including other firms and years of service

8.5 Client References

List your firms' experience with similar type projects during the last five (5) years. Work with state and/or local governments is preferred. Provide

client's name, contact person, phone and/or email address along with project description and project date.

8.8 Equipment Listing

List your firm's equipment and date of purchase of each. Include with listing the safety features or extra features that are associated with the equipment.

8.9 Fee Proposal

Provide your cost to provide the services required by this RFP on a Cost Proposal for each borough. A sample of the Cost Proposal is included.

8.10 Exceptions to the RFP

All requested information in this RFP must be supplied. Contractors may take exception to certain requirements in the RFP. All exceptions shall be clearly identified on the "Exceptions to RFP" sheet located on Page 26.

9.0 EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. Three (3) or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

- References and contracts performing similar tasks.
- Qualifications and equipment required.
- Understanding of the tasks and requirements.
- Fee range for proposed work.
- Overall quality and completeness of proposal.

Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror, the City shall select the offeror which, in its opinion, has made the best proposal, and will award the contract to that offeror. Should the City determine that several contractors meet our criteria, more than one contract may be awarded from this Request for Proposal. Should the City determine, in its sole discretion, that one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The City of Suffolk is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful contractor will be expected to sign a contract with the City of Suffolk. The successful contractor shall execute and return the contract documents to the City within ten (10) days of receipt. The City reserves the right to include additional terms and provisions, as negotiated.

10.0 CONTRACT TERMS AND CONDITIONS

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

10.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Project Manager or his authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Project Manager or his authorized representative(s) acting within their authority for the City. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.

10.2 Insurance

The successful offeror 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 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. General Liability:

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

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

b. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$ 5,000 Medical Expense Limit

- c. Workers' Compensation:
Limits as required by the Workers' Compensation Act of Virginia.
Employers Liability, \$1,000,000.
- 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 insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
 4. The insurer 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 subcontractors of the offeror shall be subject to all of the requirements stated herein.
 6. All deductibles or self-insured retention shall appear on the 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 and volunteers.
 8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

9. The offeror shall furnish the City 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 Management Director.

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

By submitting a bid, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of 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 (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

6.11 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 Organization

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

6.13 Assignment of Contract

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

6.14 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.

6.15 Non Appropriate – Availability of Funds

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

6.16 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

6.17 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.

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

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

6.19 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.

6.20 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.

6.21 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.

6.22 Controlling Law; Venue; Pending/during Litigation

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. 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.

6.23 Taxes in Arrears

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

6.24 Payment to Subcontractors

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

6.25 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.

6.26 Compensation

In consideration of the services performed by CONTRACTOR, the CITY will pay CONTRACTOR as follows:

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 AGREEMENT, interest for late payment 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.

SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Suffolk and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Suffolk, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Suffolk.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____ **Telephone No.** _____ **Fax No.** _____

e-mail address (for purchase orders): _____

Name(type/print): _____

Title: _____

Signature: _____

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
RFP #2013-00013**

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

SAMPLE FEE PROPOSAL FOR EACH BOROUGH

BOROUGH: _____

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>COST PER SQUARE FOOT</u>
<i>Mowing</i>		
1	ROUGH CUT	_____
2	FINISHED CUT	_____
<i>Removing from Site</i>		
		<u>PER TIRE</u>
1	Passenger size tires up to (and including) 16"	_____
2	Tires with rims up to (and including) 16"	_____
<i>Boarding up:</i>		
		<u>EACH</u>
1	Single Window (1 st Story)	_____
2	Single Window (2 nd Story)	_____
3	Double Window	_____
4	Door	_____
5	<i>Other</i>	_____

References
(RFP #2013-00013)

Reference 1 _____

Name of Business, City, County or Agency: _____

Street Address _____

City & State _____

Contract Dates _____

Contact
Title _____

Telephone _____

Email Address _____

Description of Work Performed: _____

Contract Amount \$ _____

Reference 2 _____

Name of Business, City, County or Agency: _____

Street Address _____

City & State _____

Contract Dates _____

Contact
Title _____

Telephone _____

Email Address _____

Description of Work Performed: _____

Contract Amount \$ _____

Reference 3 _____

Name of Business, City, County or Agency: _____

Street Address _____

City & State _____

Contract Dates _____

Contact
Title _____

Telephone _____

Email Address _____

Description of Work Performed: _____

Contract Amount \$ _____

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: ()	
Fax Phone Number: ()	Title
FIN/SSN#:	

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

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA
THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE
TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR
PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2 an Officer/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