



CITY OF SUFFOLK

Purchasing Division

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

INVITATION FOR BID

TITLE: **Multipurpose Utility Vehicles**

ACCEPTANCE DATE: Prior to 3:00 p.m. – September 19, 2012 “Eastern Standard Time”

IFB NUMBER: 2013-00019

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

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

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

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

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

Issue Date: September 5, 2012

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

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

INVITATION FOR BID

Multipurpose Utility Vehicles

SECTION/TITLE

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

Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: September 5, 2012

Proposals received for RFP #2012-00109 dated June 27, 2012 for strike team vehicles have been rejected. A new Invitation for Bid is hereby submitted under amended specifications.

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase two (2) multipurpose utility vehicles to be used by a select team of individuals during emergency situations and inclement weather events. The purpose of these vehicles is to ensure the continuance of operations by Fire, Police, Public Works, and City Administration by providing road repairs, debris removal, flood control, and other tasks related to roadways safety, as well as ensure the safety of all responders.

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 days prior to the date set for bids to close.

3.0 GENERAL SPECIFICATIONS

3.1 General Specifications

Specifications below describe a multipurpose utility vehicle designed and built as such. Vehicle shall be 4 x 4, dual rear wheel, with crew cab (Ford F-550 XLT or approved equal) and service body (Knapheide No. 6132D54J or approved equal). Vehicle shall be equipped with front push bumper and Falling Object Protection System (FOPS). Specifications are minimum; equal or better will be considered. Unit shall be the latest manufactured current production (2012 or 2013) with all standard components and details. Unit shall be new production; used models or demonstrator models will not be accepted.

The vehicles shall be capable of being safely driven in hazardous conditions with wind speeds up to fifty-nine (59) miles per hour, through snow, and through water up to twenty-four inches (24") in depth.

Front of each vehicle shall be designed to push objects such as trees from roadways, as well as haul and/or tow debris.

The vehicle must be able to accommodate a team of four (4) to six (6) individuals.

All parts not specifically mentioned, which are necessary to provide a complete operating unit, shall be included in the bid and shall conform in strength and quality of materials and workmanship to what is normally provided to the trade in general.

Vehicles shall comply with all Federal Highway Administration (FHWA), Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), and Commercial Motor Vehicle Safety Standards (CMVSS) regulations, as well as State and Federal Codes.

The overall appearance of the vehicle shall show good workmanship, and all assemblies shall be accomplished in a manner acceptable in the industry. Defective or used parts, components, assemblies, or equipment shall not be used. All surfaces and edges of the interior shall be finished free of sharp edges, burrs, scratches, dents, gaps, or other imperfections.

All items shall be supplied, installed and delivered by a single source. The successful bidder shall supply drawings and detailed component list for all items included in the specification. All warranties will be stated in writing with the bid proposal. Each unit shall comply with all State and Federal codes and regulations.

Assemblies, sub-assemblies, and component parts shall be standard and interchangeable through the entire quantity of units as specified in this Invitation for Bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-latest edition.

It is not the intent of the City for these specifications to be proprietary; equals will be evaluated in accordance with comparable quality, construction, strength, durability, and suitability for the purpose intended. **The City, in its sole opinion, will determine whether the unit offered is equal to that specified herein**

3.2 Bidder Qualification

Offeror must be responsible parties, regularly and practicably engaged in the manufacturer and fabrication of this class of work and known to possess ample facilities for providing this unit. Offeror shall have been in operation for a minimum of five (5) years in the fabrication and manufacture of similar custom built vehicles.

Before award of a contract, the successful Offeror may be required to provide adequate evidence of their qualifications and abilities to provide the vehicle described within these specifications. Required documentation may include, but is not limited to, financial soundness, technical competency, and past performance with other Purchasers.

3.3 Warranties

A. Chassis Warranty

The vehicle chassis shall be covered by the warranty provided by the chassis manufacturer and shall be at least thirty-six months or 36,000 miles, whichever occurs first.

B. Manufacturer's Pass-Through Warranty

The manufacturer shall extend any additional warranty on any component of the vehicle, in the form of time and/or mileage, including any pro-rata arrangement, which may be provided by the supplier of the component. All equipment and components installed on the vehicle or purchased with the vehicle shall be covered by the warranty of the manufacturer of such equipment or components.

C. Warranty Activation

A Delayed Warranty shall begin when the vehicle is actually placed into service by the City. The Contractor will be contacted once the vehicle has been employed.

D. Repair Parts and Service

The manufacturer shall be able to furnish replacement parts or furnish service by furnishing a list of agencies where a stock of repair parts is available and can be secured in a reasonable time after ordering from the manufacturer.

E. Warranty Repair Work

All work performed by the Contractor, to include parts and labor, shall be warranted for a period of at least one (1) year, commencing upon the date the completed vehicle is placed into service as front line emergency response vehicle by City.

Work performed by the Contractor shall not void any manufacturer's warranty on a vehicle or equipment.

All warranty corrective action must be initiated within forty-eight (48) hours after notification by the City.

The Contractor shall assess the damage and provide a time line for repair. If warranty response is improper or inadequate, the City will have the unit repaired locally. All costs incurred will be billed to the Contractor; the Contractor will reimburse the City for the cost of the repairs within ten (10) working days from the repair.

3.4 Delivery Requirements

Delivery shall be F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia.

Unit shall be delivered with Manufacturer's Statement of Origin (MSO).

Original invoice shall be supplied upon delivery.

3.5 Training

A trained driver shall deliver the vehicle. Representative will train fleet staff on vehicle, bumper to bumper. City staff will be trained to operate every component on the vehicle and train other staff, if necessary. Driver must be employed with the vendor; drive-away and contract driver services are not acceptable.

3.6 Manuals, Handbooks, and Instructions

A vehicle operating instruction handbook, repair manual and parts handbook shall be furnished with the vehicle.

The handbooks shall cover installation and operation instructions, drawing, illustrations, manufacturer’s part numbers, service/lubrication instructions, assembly and disassembly instructions, along with safety precautions to insure proper installation, operation and maintenance.

Complete wiring diagrams shall be furnished in the Owner’s Handbook. These shall be specific to the completed vehicle and shall not be “generic” in nature. Each optional circuit shall be indicated on a separate page.

3.7 Compliance with Specifications

Bidder will complete every space in the specification bidder’s proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the “NO” column will be checked, and a detailed description of the deviation from the specification will be supplied. Compliance sheets (Pages 6-9) must be submitted with the BID FORM.

| | | COMPLY | |
|------------|--|---------------|-----------|
| | | Yes | No |
| 4.0 | CAB AND CHASSIS SPECIFICATIONS | | |
| 4.1 | <u>Mechanical</u> | | |
| | Engine: 6.7L V8 turbo diesel B-20 capable | _____ | _____ |
| | Alternators: Dual with 357-amp total | _____ | _____ |
| | Electronic shift-on-the-fly 4-wheel drive system with auto/manual locking hubs | _____ | _____ |
| | Fuel tank: dual (approx. 40-gallon and 28-gallon) | _____ | _____ |
| | Operator-commanded exhaust filter regeneration | _____ | _____ |
| | Power takeoff (PTO) | _____ | _____ |

COMPLY
Yes No

Wheels/tires: 225/70Rx 19.5G max traction BSW tires mounted on 19.5 argent-painted steel wheels, foam filled or other City approved method

Exhaust and intake system shall be designed for vertical placement.

4.2 Seating

Seating for four (4) to six (6) occupants

Flooring: black vinyl

4.3 Exterior

Cab steps: 6" angular black molded

Daytime running lamps

Exterior backup alarm

Mirrors: power telescoping/folding trailer tow with power/heated glass, heated manual spotter mirrors, and integrated clearance lamps and turn signals

Transfer case skid plate

High capacity trailer tow package includes 35,000-pound GCWR and upgraded rear axle gear set

Tow hooks: rear and front to be mounted on Chassis frame rails

5.0 BODY SPECIFICATIONS

Knapheide Model #6132D54J, or approved equal, body shall be mounted to the cab and chassis.

A 4,000-pound sliding tray with high sides (Gorilla XT-4000 as manufactured by Hinton International, or approved equal) shall be attached to the bed of the vehicle.

COMPLY
Yes No

An LED amber directional light bar with left, right, and center positions will be mounted in the center of the rear section of the body. Controller for light bar must be mounted inside of the cab. _____

ROM Corporation Lighting Solutions Part #KR-SB-1332-1 (or approved equal) shall be mounted on the front and rear corners of the body (Quantity: 4) _____

LED compartment lighting will be in all compartments _____

All lighting shall be powered by upfitter switches and clearly marked to which light is being operated. _____

A hydraulic reel with 100 feet of hose shall be installed within the utility body compartment in an area that is easily accessible. Reel shall be compatible with the hydraulic system provided. _____

A manual retractable water proof bed cover to encompass the entire open area of the bed will be provided. It will be constructed of tough, black powder-coated aluminum panels, interlocked for strength and durability. _____

6.0 ATTACHMENTS

6.1 Front Push Bumper

The front push bumper will be constructed of 1/4-inch (1/4") bent formed steel channel and two-inch (2") Schedule 40 steel pipe. _____

The bumper shall be secured to the frame of the vehicle using rated quick release connections. _____

6.2 FOPS

A Falling Object Protection System (FOPS) shall be fabricated and installed over the cab and crew cab area. It will be constructed from 4" x 3" structural tubing and Schedule 40 two-inch (2") pipe. _____

COMPLY
Yes **No**

FOPS shall be constructed as to not interfere with visibility or entry/exit from the chassis doors. _____

FOPS shall be bolted to the chassis frame rails behind the chassis cab and in front of the body. _____

7.0 MISCELLANEOUS

The color of the chassis shall be white with the body painted Safety Green (Dupont Imron #7666). Reflective striping (Chevron or approved equal) shall be applied to the front , back, and both sides of the vehicles. Striping shall meet all Federal Highway Administration (FHWA) specifications. _____

Two (2) hydraulic chain saws (Stanley CS06630S or approved equal) shall be provided with each vehicle. _____

PTO shall be designed to power numerous hydraulic tools such as chainsaws and water pumps. _____

8.0 INSTRUCTIONS TO BIDDERS

8.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing form only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening. Bids must be received by the Purchasing Division no later than the time specified on the opening date. ***Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.*** Faxed and e-mailed bids shall not be accepted.

It is the bidder’s responsibility to ensure the bid is received prior to the bid acceptance time. The “official” time of acceptance will be via electronic date/time stamp upon receipt of the bid package in the Purchasing Division office. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the BID Form will be considered in determining the final Bid amount.

8.2 City Contacts

Questions related to bid submittals should be directed to:

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

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

8.3 Firm Pricing

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

8.4 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.

8.5 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.

8.6 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 TO ORDER A SPECIFIC QUANTITY.

8.7 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.

8.8 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.

8.9 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.

8.10 Late Bids

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

8.11 Rights of City

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

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

The City further reserves the right to request clarification on any bid submittal or any documents requested or included in the bid submittal. Requests for insurance documents, additional specification requirements, drawings, contractor's license, standard forms, etc. which may inadvertently be omitted

from the BID FORM may be considered to be an “informality” and may be submitted at a later date, at the option of the City, as long as the omissions do not affect the price, quality, quantity or delivery for the goods or services being procured.

8.12 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.

8.13 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.

8.14 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.

8.15 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/bids/index.jsp for a minimum of ten (10) days.

8.16 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.

8.17 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.

9.0 CONTRACT TERMS AND CONDITIONS

9.1 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.

9.2 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage's 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 bidder, 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 delivery 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.

1. Minimum Limits

General Liability:

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

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

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

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

d. Umbrella/Excess Liability

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

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the 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. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the 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 Officer.

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

9.3 Hold Harmless Clause

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

9.4 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.

9.5 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).

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.

9.6 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)

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 Faith Based Organization

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

9.13 Substitutions

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

9.14 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. Unless otherwise provided, interest on the payment shall not exceed the rate of one percent (1%) per month.

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

9.15 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(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.

9.16 Assignment of Contract

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

9.17 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 Proposal or as provided in this Contract.

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

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

9.18 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.

9.19 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 (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

9.20 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.

9.21 Controlling Law; Venue, Pending/During Litigation

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

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

9.22 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.

9.23 Waiver

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

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

BIDDER:

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax _____

E-mail Address: _____

Social Security Number or FIN Number _____

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

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

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Code of Virginia, Section 2.1-639.1 et. seq.

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

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

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

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

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

NONDISCRIMINATION CLAUSE:

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

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

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

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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