



CITY OF SUFFOLK

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

Purchasing Division

INVITATION FOR BID

Plumbing Services – Annual Services

ACCEPTANCE DATE/TIME: **Prior to 3:00 p.m. December 12, 2012 “Eastern Standard Time”**

IFB NUMBER: **2013-00049-IC**

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

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

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

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

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

Issue Date: __November 29, 2012__

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

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

INVITATION FOR BID

Plumbing Services – Annual Contract

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Prepared By: Ivy Crawford, VCA Date: November 29, 2012
Buyer I

1.0 PURPOSE

The intent of this Invitation for Bid is to hire one contractor to provide annual plumbing services to the City of Suffolk for the installation, removal, and/or repair of plumbing fixtures for city-owned and/or operated facilities on an as needed basis. The City anticipates awarding a one-year contract with up to two (2) additional one-year renewal options.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract shall cover the period from date of award through December 31, 2013.

Contract shall continue in force thereafter from year to year, not to exceed an additional two (2) one-year period, unless terminated by either party at the end of the first year or at the end of any subsequent year, by giving the remaining party thirty (30) days prior written notice. *Contract may be extended through **December 31, 2015.***

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

4.0 SCOPE OF WORK

4.1 Minimum Qualifications

- a. The Contractor shall employ at least one (1) full time licensed plumber and one (1) full time plumber with at least five (5) years experience in the trade. Bidders shall provide license numbers of all licensed personnel available for this contract in the space provided on the BID FORM.
- b. The Contractor shall own and have in good repair all equipment necessary to perform the described services, in particular, equipment to clear plumbing stoppages of all types (minimum size: 4" x 200' pipe, including residential/commercial/institutional); and possess excavating equipment for digging and lifting heavy pumps. Bidders shall provide a list of equipment available for City projects in the space provided on the BID FORM.
- c. The Contractor shall have the experience and knowledge of plumbing repairs and installations for government entities. Bidders shall provide a list of at least three (3) current references for whom comparable work has been performed in the space provided on the BID FORM.

4.2 General Specifications

- a. Projects shall include, but are not limited to, routine maintenance, drain clearing, renovations, repairs and commercial/industrial plumbing systems, to be performed by the Contractor on a time and material basis.
- b. All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the City. All work shall conform to City of Suffolk Building Codes and be inspected by City officials as required by the applicable Virginia Uniform State Wide Building Code. The City will not be responsible for Contractor's time spent correcting defective work. The job site shall be left clean and clear of all debris.
- c. The Contractor shall arrive at the job site with appropriate manpower, materials and equipment to service calls within four (4) hours notice and within one (1) hour for emergency calls unless an alternate schedule is agreed upon by the department requesting service.
- d. The Contractor shall furnish and maintain a toll free telephone point of contact 24 hours per day, seven (7) days per week, including holidays. Workers shall be required to log in and out at each job site.
- e. If the Contractor is unable to perform the work in the time required, the City reserves the right to obtain services from another qualified contractor.
- f. ***It is the Contractor's responsibility to inform the City if a job requires more personnel than one (1) licensed plumber and one (1) full time plumber. Approval for the use of additional workers must be obtained from the using department.***
- g. It shall be the Contractor's responsibility to have qualified personnel to inspect the proposed job site to ensure reasonable accuracy in the estimate. It is understood that Contractor's investigation may not include certain structural conditions, but it shall be his responsibility to qualify his estimate with appropriate assumptions.
- h. 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, the City reserves the right to secure services from other sources; the Contractor shall be liable for any additional expense.
- i. The City reserves the right to seek additional competition for additional or major renovations that are expected to exceed \$5,000.00. Should the Contractor anticipate any non-emergency job to exceed \$5,000.00, he shall provide a written job description and estimate to the appropriate department for approval prior to proceeding.

- j. The Contractor shall submit an invoice with a signed copy of all work orders; invoice submitted ***shall be itemized per established hourly rates and listing of parts.*** Parts shall be billed at Contractor's cost. The City reserves the right to require proof of Contractor's cost. Payment will be made in accordance with normal payment schedules. All invoices must be submitted within thirty (30) days following completion of job.
- k. Prior to submitting a bid, it shall be the Bidder's responsibility to thoroughly examine the bid documents and familiarize himself with local conditions that may in any way affect cost, progress, or performance of work.
- l. **For inspection of job sites, call Mike Kelly of the Department of Parks and Recreation at (757) 514-7258 or Billy Cooper of the Department of Capital Programs and Buildings at (757) 617-7869.**
- m. Job sites may include, but are not limited to, the following facilities:

<u>Site</u>	<u>Address</u>
City of Suffolk Building - Bill to: P.O. Box 1858 Suffolk, Va. 23439	-
Godwin Courts Building-Godwin Courts Building	150 North Main St.
Health and Human Services Department-Health & Human Services	135 Hall Avenue
Human Resources Building-Human Resources Building	440 Market Street
Municipal Office Building-Municipal Office Storage	441 Market Street
Main Library-Main Library	443 W. Washington Street
North Suffolk Library-North Suffolk Library	2000 Bennett's Creek Park Road
Chuckatuck Station Library-Chuckatuck Station Library	5881 Godwin Blvd.
Assessor's Office-Assessor's Office	108 Commerce St.
Riddick's Folly Historical Building-Riddick's Folly Historical Building	510 N. Main Street
Airport-Airport - Terminal Building	1200 Gene Bolton Drive
Fire Station #1	400 Market Street
Fire Station #1-Maintenance Shop	400 Market Street
Fire Station #3	1001 White Marsh Road
Fire Station #4	999 Lake Kilby Road
Fire Station #5	3901 Bridge Road
Fire Station #6 (New) Public Safety Center	300 Kings Fork Road
Fire Station #7	6666 O'Kelly Drive
Fire Station #8	6235 Whaleyville Blvd.
Fire Station #10	4869 Bennett's Pasture Road
Animal Control Bldg.-Animal Control Bldg.	124 Forest Glen Drive
Water Treatment-Administration Building	100 Bob House Parkway
EDR Facility - Phase I & 2	100 Bob House Parkway
Workforce Development	157 Main Street
Police Precinct #1	230 E Washington Street

Police Precinct #2	3903 Bridge Road
Police Adm. Building	111 Henley Place
Fleet Management	120 Forest Glen Drive
Tourism (Historic Courthouse)	524 North Main Street
OPERATIONS/TRAFFIC ENGINEERING - Bill to : 866 Carolina Road Suffolk, Va. 23439	
Public Works - Trailer A - Assistant Director's Office	866 Carolina Road
Public Works - Trailer B - Roadway Adm. Office	866 Carolina Road
Public Works - Trailer C - Traffic Eng. Adm. Office	866 Carolina Road
Public Works - Trailer E - Sign Shop	866 Carolina Road
Public Works - Trailer F - Signal Shop	866 Carolina Road
Public Works- Trailer G - Zone D Office	866 Carolina Road
Public Works- Trailer H - Mosquito Control	866 Carolina Road
Public Works- Trailer J - Training Facility	866 Carolina Road
Public Works- Trailer K - Signal Storage	866 Carolina Road
Public Works- Trailer L - File Room	866 Carolina Road
Public Works- Trailer M - HRT	866 Carolina Road
Public Works- Trailer N - Paint Metal Building	866 Carolina Road
Public Works- Trailer O - Salt Building	866 Carolina Road
Public Works- Trailer P - Paint Building - Frabic Tensioned Building	866 Carolina Road
Public Works- Trailer Q - Permits/Litter Control	866 Carolina Road
Public Works- Trailer R - Capital Construction	866 Carolina Road
Public Works- Trailer S - Signal Storage 2	866 Carolina Road
Public Works- Trailer T - Trommel Screen	866 Carolina Road
Whaleyville Headquarters Zone A -	5881 Whaleyville Blvd.
Public Works - Building A - Zone A Office	5881 Whaleyville Blvd.
Public Works - Building B - Shop	5881 Whaleyville Blvd.
Public Works - Building C - Salt Building	5881 Whaleyville Blvd.
Public Works - Building D - Warehouse Office	5881 Whaleyville Blvd.
Public Works - Building E - Warehouse	5881 Whaleyville Blvd.
Public Works - Building F - Gas Pumps and Support Structure	5881 Whaleyville Blvd.
Holland Headquarters Zone B -	
Public Works - Building A - Zone B office	6750 Brentwood Road
Public Works - Building B - Salt Building	6750 Brentwood Road
Public Works - Building C - Material Building	6750 Brentwood Road
Chuckatuck Headquarters Zone C -	
Public Works - Building A - Zone C Office	401 Kings Highway
Sanitation/General Services/Building and Grounds	

Public Works - Building A - Traffic Eng. Paint	275-277 Pine Street
Public Works - Building B - Building Storage	275-277 Pine Street
Public Works - Building C - Building & Grounds Equipment Storage	275-277 Pine Street
Public Works - Building D - Equipment Shed	275-277 Pine Street
Public Works - Building E - General Services Superintendent Office	275-277 Pine Street
Public Works - Building F - Sanitation & General Services/Cemetery	275-277 Pine Street
Public Works - Building G - Building & Grounds Office/Shop	275-277 Pine Street
Public Works - Building H - Equipment Shed	275-277 Pine Street
Public Works - Building I - Storage Shed	275-277 Pine Street
Public Works - Building J - Storage Shed	275-277 Pine Street
PUBLIC UTILITIES - Bill to : 1252 Holland Road, Suffolk, Va.	
Public Utilities- Water Treatment Plant	G. Robert House Parkway
Public Utilities- Crumps Mill Pond	6203 Godwin Blvd.
Public Utilities- Reids Ferry Well	4253 Godwin Blvd.
Public Utilities-Maintenance	348 Benton Road
Public Utilities-Buildings- Eng. Division	1252 Holland Rd
Public Utilities-Buildings- Customer Service	1258 Holland Rd
Public Utilities- Line Maintenance Shop	110 Dill Road
PARKS AND RECREATION - Bill to: 134 E. 6th Street, Suffolk, VA	
Bennett's Creek Park	Bennett's Creek Park Road
Booker T Washington Rec Center	E Washington Street
Creekside Rec Center	Bennett's Creek Park Road
Cypress Park and Pool	
Driver Sportsplex Site	Sleepy Hole Road
East Suffolk Recreation Center	138 E 6th Street
Holland Ball Park and Triangle	3720 Ruritan Blvd
JFK Athletic Facility	2325 E Washington St
King's Fork Athletic Complex	350 Kings Fork Road
Lake Kennedy Park	Blythwood Lane
Lake Meade Park	Holly Lawn Pkwy
Landscape Services	
Lone Star Lakes Park – Entrance Ways	Bob House Parkway
Lone Star Lodge	1001 Pembroke Lane
Magnolia Park	4600 Magnolia Dr
Maintenance Shop	
Monogram Ball Field	Sleepy Hole Road
Northern Shores Rec Center	Bridge Road
Oakland Rec Center	Godwin Blvd
Parks and Recreation Administration Annex Building	134 E 6th Street

Peanut Park	
Planters Club/Entrance	4600 Planters Club Road
Planters Club-Tenant House	4600 Planters Club Drive
Pughsville Park	Townpoint Road
Sleepy Hole Park	Sleepy Hole Road
Suffolk Museum-Suffolk Museum	118 Bosley Avenue
VA National Guard Armory	2761 Godwin Blvd
Whaleyville Rec Center	6213 Whaleyville Blvd
Whaleyville Recreation Center & Ball Field	Whaleyville Blvd
Whaleyville Village Town Square	

4.3 Estimates

The Contractor shall provide written “not to exceed” estimates on all projects except on emergencies. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost(s) and project completion in number of hours or days. The Contractor shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within (5) days. It shall be the Contractor’s responsibility to ensure they have all information to prepare accurate estimates. Payment for estimate will be on a fee basis of one man hour at the Plumber’s rate.

Actual work shall not exceed the Contractor’s estimate without prior written authorization by the City.

4.4 Employees

If any person employed on the job by the Contractor shall appear to the City’s Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on request of the City, and shall not again be re-employed on the same project except on written consent by the City.

All employees of the Contractor shall be in a company uniform that clearly identifies the name of the company and the name of the employee. The uniforms shall be clean and neat in appearance.

4.5 Evaluation

Award will be made to the lowest responsive and responsible bidder based on fee per hour as applied to the **EVALUATION CRITERIA** listed in the **BID FORM**. Evaluation Criteria is based on actual jobs performed during the past six-months. Due consideration shall be given to price as well as previous experience and the ability of the bidder to render the required services.

5.0 INSTRUCTION TO BIDDERS

5.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing form only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the Bid Form will be considered in determining the final Bid Amount. Bids must be received by the Finance Department/Purchasing Division no later than the time specified on the opening date. ***Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439-1858 or hand delivered to 441 Market Street, Room 108, Suffolk, Virginia 23434.*** Faxed and e-mailed bids shall not be accepted. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time.

5.2 City Contacts

Questions related to bid submittals should be directed to:

Ivy Crawford VCA
(757) 514-4015
icrawford@city.suffolk.va.us

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

5.3 Firm Pricing

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

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

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

5.5 Unit Price

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

5.6 Contract Quantities

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

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

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE CITY OF SUFFOLK SHALL GUARANTEE A SPECIFIC AMOUNT OF WORK.

5.7 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to bind the firm in a Contract.

5.8 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.

In case of error discovered after the bid opening, a written request to withdraw bids may be submitted to the buyer no later than two days after the opening date. Contact the buyer for specific instructions.

5.9 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

5.10 Late Bid

Bids received after the closing time and date shown on the cover will not be considered. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

5.11 Rights of the City

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

5.12 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

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

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

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

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

5.13 Inclement Weather/closure of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5.14 Basis for Award

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

5.15 Announcement of Award

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

5.16 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and

appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

6.0 CONTRACT TERMS AND CONDITIONS

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

6.1 Non-Assignment

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

6.2 Non-Appropriation – Availability of Funds

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

6.3 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.

6.4 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.

6.5 Controlling Law

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

6.6 Venue; Pending/during Litigation

In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

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

6.7 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.

6.8 Insurance

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

- a. 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 CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$ 5,000 Medical Expense Limit

- c. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employer's 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.

6.9 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance.

Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

6.10 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.

6.11 Drug-free Workplace

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

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

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written notice to contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to contractor by certified mail/return receipt requested at the address set forth in contractor's Bid or as provided in this Contract.

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

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

6.17 Method of Payment

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

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

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

6.18 Compliance with Federal Immigration Law

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

6.19 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.

6.20 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.

6.21 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)

6.22 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.

1.23 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.

6.24 Faith-Based Organizations

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

6.25 Substitutions

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

BID FORM

2013-00049-IC

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

BID: Plumbing Services
DUE: **December 12, 2012**
TIME: 3:00 p.m., Local.

_____ (**Company**) agrees to furnish all labor, equipment, permits and fees to provide plumbing services on an AS NEEDED BASIS for City of Suffolk owned and/or operated facilities in accordance with specifications and conditions herein.

Quote rates accordingly:

Licensed Plumber \$ _____/hour x 200 hours = \$ _____

Plumbers Assistant \$ _____/hour x 200 hours = \$ _____

TOTAL: \$ _____

Regular hourly rates include work performed between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. The hourly rate also applies to repairs performed at the Contractor's shop.

LABOR, Overtime Rate: shall be at time and one-half regular rate. (Overtime hourly rates include work performed between 5:01 p.m. and 7:59 a.m. Monday through Friday, anytime on Saturday and Sunday, and on holidays.) **Overtime to be utilized for emergency repair only and must be authorized by the Departments requesting the work.**

PARTS: Parts shall be billed at the Contractor's cost. The City reserves the right to require proof of Contractor's cost(s).

EQUIPMENT shall be at a constant hourly rate, regardless of time of usage:

Truck \$ _____ per Hour

Power Jet \$ _____ per Hour

Sewer Cleaner \$ _____ per Hour

(Other) _____ \$ _____ per Hour

Response time to calls: _____

24 hour point of contact: _____ **Cell No.** _____

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

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

2)	_____	_____	_____	_____

3)	_____	_____	_____	_____

Personnel: List names and licenses for those persons who will provide services for this contract:

	<u>Name</u>	<u>Title</u>	<u>License No.</u>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

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 thirty (30) days from receipt of proper invoice will not be considered in award.

Bidder has included Anticollusion Statement with bid. Yes/No (Circle one)

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

Bidder has included SCC form and number assigned Yes/No (Circle one)

I will accept payment by means of the City's Purchasing Card. _____ Yes _____ No

I will accept electronic transfer of funds as payment. _____ Yes _____ No

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax _____

Email Address: _____ Cell Phone # _____

Soc. Security # or FIN # _____

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

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

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

Signature _____ **Date** _____

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

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

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

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