



CITY OF SUFFOLK

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

Purchasing Division

REQUEST FOR PROPOSAL CEMETERY MAINTENANCE CEDAR HILL AND HOLLY LAWN

ACCEPTANCE DATE:

Prior to 5:00 p.m. March 21, 2013 "Eastern Standard Time"

RFP NUMBER:

2013-00072-IC

ACCEPTANCE PLACE:

Department of Finance
Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

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

Ivy G. Crawford, VCA

(757) 514-4015

Email: icrawford@suffolkva.us

This document can be downloaded from our web site:

www.suffolkva.us/bids/info/jsp

Issue Date: March 5, 2013

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.

**REQUEST FOR PROPOSAL -
CEMETERY MAINTENANCE**

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Prepared by Ivy G. Crawford, VCA

Date: March 5, 2013

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified contractor for the City's annual requirements for cemetery maintenance at Holly Lawn Cemetery located on North Main Street which consists of approximately thirty (30) acres and Cedar Hill Cemetery located on East Constance Road which consists of approximately thirty-five (35) acres. Contractor shall furnish all labor, materials, equipment, supplies, and transportation in accordance with specifications and conditions herein. The City reserves the right to award separate contracts for Holly Lawn Cemetery and Cedar Hill Cemetery.

2.0 COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror'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 RFP 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 acceptance of proposals.

3.0 CONTRACTOR'S MINIMUM QUALIFICATIONS

Any contractor wishing to submit a proposal and be considered for this solicitation shall have had successful experience within the past five years on similar projects.

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

1. Have thorough technical knowledge of the best maintenance practices for the cemetery industry as needed for each of the locations as defined above.
2. Have adequate staff to respond quickly to tasks and attend to on-site needs in a timely manner.
3. Have adequate equipment and operators to fulfill maintenance obligations and to provide timely replacement of such due to unforeseen failure(s).
4. Have had considerable favorable experiences in servicing projects of like size, stature and cost.

4.0 CONTRACT PERIOD

The contract shall cover the period from date of award through March 31, 2014.

Contract shall continue in force thereafter from year to year, not to exceed additional two (2) one-year periods, 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 March 31, 2016.

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

5.0 SCOPE OF SERVICES

5.1 Experience

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

5.2 General Specifications – CEDAR HILL AND HOLLY LAWN CEMETERIES

By accepting these specifications and understanding the work herein described, Contractor accepts the delegated responsibility of the City of Suffolk's best possible public relations while furnishing its citizens with safe access to City properties and roadways (right of ways) without impairing good public relations with citizens, pedestrians, motorists, the general public or other utilizing these facilities. In addition, the Contractor agrees not to interrupt the normal traffic flow.

Special care shall be taken so as not to damage cemetery monuments, headstones, footstones, vases, etc. **The contractor shall be responsible for repairing all such damage.**

All work shall be performed in a professional and workmanlike manner by experienced and well trained uniformed personnel,

utilizing clean, well-maintained equipment of the latest and most efficient design.

The Contractor shall train crew members to respect not only the solemn dignity of the cemetery, avoiding loud talking, running, etc., but will also train all employees concerning the provisions of this request for proposal and the need to prevent the damage to tombs, stones and monuments.

5.3 MOWING AND TRIMMING

- A. Mowing all open areas, to include the field and ditch part of Holly Lawn up to the Cedar trees which consists of five (5) acres, and trimming around all stones, both flat and raised as well as any other fixtures, fences, shrubs or raised installations. Grass shall be mowed to a height of two (2) inches using equipment as specified herein.
- B. Annual mowing season is from March 15th through November 1. It is anticipated that each Cemetery will be mowed and trimmed a minimum of 18 times per year. In addition there will be certain holidays which will require additional mowing.

As much as practical the mowing schedule will be developed to assure appropriate mowing for the holidays without additional mowing. The mowing schedule may be affected by weather conditions. Should weather delay the schedule, mowing will be required as soon as the cemetery is suitable for mowing as determined by the Cemetery Superintendent.

- C. Cemetery sections shall be done in order starting on one side of the cemetery and working toward the other, unless otherwise directed by the Cemetery Superintendent.
- D. Mowing and trimming operations shall be performed in such a manner as to prevent the piling of excessive and unsightly grass clippings on lawns. The Contractor shall remove excessive clippings immediately following each mowing cycle prior to work crew leaving the work site.
- E. Contractor shall include all trimming at each mowing using hand labor, or mechanical devices. Trimming shall include around all trees, shrubs, beds, fences, groundcovers, utilities poles, buildings, obstacles, curbing, sidewalks, and parking lots, concrete pads, including cracks and expansion joints and edges of all exterior hard surfaces. Any vegetation not

cut by the mowing operation located to adjacent to, above, or hanging over the curb must be trimmed each mowing cycle. At time of each mowing, trimming shall be done in a manner as not to damage trees, shrubs, fences, etc. At no time shall wild vegetation be allowed to grow out of these areas.

- F. At the time of each mowing, the contractor shall remove all wild vines, trees, and other vegetation growing up between and around grave markers, monuments, and other obstacles before it reaches six (6) inches in height. At no time shall any vegetative growth be allowed to remain growing up between and/or any grave markers or monuments. Vegetation **does not include** ivy covering the graves. However, ivy should be trimmed when out of control as deemed necessary by the Cemetery Superintendent.
- G. No tractors shall be used for mowing without approval of the Cemetery Superintendent; only riding mowers and o-turn mowers. A high quality of cut shall be provided using mowers with sharp cutting edges Contractor shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders, and adjacent property from injury/damage. Mowing shall be in such a manner as not to damage trees, shrubs, plants, signs, or other obstructions.
- H. Contractor shall not be allowed to continue with routine maintenance while funeral services are being held unless approved by the Cemetery Superintendent.
- I. Contractor shall be responsible for mowing the Pump Station area located at Holly Lawn; this was previously maintained by the Department of Public Utilities and should be invoiced separately.
- J. Contractor shall herbicide roadways in both cemeteries at the discretion of the Cemetery Superintendent. This should be done in a manner not to kill the grass in the connecting sections.

5.4 LITTER REMOVAL AND DISPOSAL OF LITTER DEBRIS

- A. Prior to each mowing operation, the Contractor shall remove all litter and debris, including paper, cans, bottles, bags, grass clippings, accumulated leaves, dead or unsightly burial

decorations; and other tree litter including tree limbs from the areas of contract locations. Including but not limited to fence lines, lawns, sidewalks, trees shrubs, groundcover beds, all curbs and gutters, and other hard surfaces, etc. within the contract areas. Special attention shall be given to insure the removal of objects, which may cause injury, if thrown from mowing equipment.

- B. All resulting lawn clippings shall be removed from ANY AND ALL grave markers, roadways, walkways, parking areas, or any other hard surfaces including curbs and gutters from plant beds, tree collars, etc., IMMEDIATELY after each mowing by the Contractor prior to the work crew leaving the work site. This must be performed immediately on a DAILY basis. Clippings are NOT to be left on ANY surface following mowing.
- C. Contractor shall provide prompt removal of all burial decorations from individual graves, as directed by the Cemetery Superintendent. This is generally required five (5) to ten (10) days after a burial.
- D. Litter collection shall be included as part of the mowing price and litter shall not be disposed of in a City container. The Contractor shall always be required to promptly (the day it is collected) remove all litter and debris and have it promptly disposed of. Should the Contractor dispose of the litter and debris at an illegal dumpsite, it shall be cause for termination of this agreement.
- E. Leaf raking and removal will be considered as part of the mowing price. Leaves must be blown to an area designated by the Cemetery Superintendent.
- F. Removal of flowers and other arrangements shall be considered as part of the mowing price and removal will be directed by the Cemetery Superintendent. As much as possible removal may be scheduled during regular mowing.

5.5 SHRUBS, TREES AND CITY MAINTAINED FLOWER BEDS

Seasonal planting shall occur three (3) times a year. Currently the only flower bed to be maintained is at the entrance off of North Main Street onto Mahan Street at Cedar Hill Cemetery. Seasonal planting shall consist of seasonal plants, pot size 6", to be approved by the Cemetery Superintendent. Plants are to be planted along the

perimeter of the flower bed as directed by the Cemetery Superintendent.

Flower beds will be maintained as directed by the Cemetery Superintendent and paid on a per event pricing. No flower beds are located at Holly Lawn cemetery

Shrub pruning is anticipated four (4) times per year to be determined by the Cemetery Superintendent. All dead shrubs are to be removed by the Contractor. The Contractor is not responsible for replacement of the shrubs.

Tree trimming will be required one (1) time per year and shall consist of broken limbs and anything hanging that can be reached from the ground. If a severe storm comes through and takes down several trees the City shall be responsible for the removal.

5.6 TRASH CONTAINER MAINTENANCE

- A. Weekly emptying of City provided trash receptacles will be considered as part of the mowing pricing. The Contractor shall also empty trash containers, as directed above, on the last working day prior to the following designated holidays; Easter, Memorial Day, July 4th, and Christmas.
- B. Throughout the year, the Contractor shall maintain all trash containers in clean, safe, durable, usable, attractive and upright condition.
- C. Each week, year round, the contractor shall empty contents of all trash containers.

5.7 HOURS FOR MAINTENANCE

The Contractor shall supply the City with a written work schedule to indicate the normal starting and completion times for its operations. The schedule shall be delivered to the Cemetery Superintendent two (2) weeks prior to first beginning the work. Changes in such work schedules must be approved by the City. Contractor shall not perform site work on Sundays or Holidays.

5.8 SITE DEFECTS

Contractor shall promptly (same day) notify the Cemetery Superintendent of any holes, cave-ins, or depressions in mulched areas, broken signs and any other defects or hazards.

5.9 CONTRACTOR'S OTHER RESPONSIBILITIES

It shall be the responsibility of the Contractor to become aware of and comply with all ordinances and policies.

All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and shall be deemed to be included in the contract the same as though herein written out in full.

All licenses, insurances, etc., necessary to assume the responsibilities for said work shall be acquired by the Contractor and/or put into effect to cover both person and property as might come into contact with or be affected by said work. The Contractor shall furnish proof of coverage for all employees and/or workers under the required insurance including Worker's Compensation.

The Contractor will not be allowed to subcontract any portion of this contract unless written approval is granted by the Department of Public Works. The subcontractor, as approved, shall be bound by the conditions of the contract between the Department of Public Works and the Contractor.

6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

6.1 Submission of Proposals

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

6.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be posted on the

City's website <http://www.suffolkva.us>. All questions are to be received five (5) days prior to opening date to be considered.

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

6.3 Addendum and Supplement to Request

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

6.4 Firm Pricing for City Acceptance

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

6.5 Proprietary Information

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

6.6 Authority to Bind Firm in Contract

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

6.7 Preparation and Submission of Proposals

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

- b. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- d. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Purchasing Division prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- e. Each firm shall submit one (1) original and four (4) copies of their proposal (including price proposal) to the City's Purchasing Division as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

6.8 Withdrawal of Proposals

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

6.9 Registering of Corporation

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

6.10 Late Proposals

LATE proposals will not be considered. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

6.11 Rights of the City

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

6.12 Deviations from Scope of Services

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

6.13 Miscellaneous Requirements

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

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

6.14 Announcement of Award

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

after the selection process and contract negotiations have been completed.

6.15 Protest

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

6.16 Inclement Weather/Closure Of City Hall

If City Hall is closed for business at the time scheduled for proposal acceptance for whatever reason, sealed proposals will be accepted on the next scheduled business day, at the originally scheduled time.

6.17 Use of Contract by Other Public Bodies

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

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

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

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

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

7.0 SPECIFIC PROPOSAL REQUIREMENTS

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

7.1 Signature Sheet and Cover Letter

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

7.2 Scope of Services

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

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

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

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

7.3 Company Statement of Qualifications

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

7.4 Resume of Responsible Individuals

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

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

7.5 Client References

List your firms' experience with similar type projects during the last five (5) years. Work with state and/or local governments is preferred. Provide client's name, contact person, phone and/or email address along with project description and project date.

7.6 Equipment Listing

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

7.7 Fee Proposal

Provide your cost to provide the services required by this RFP on the Cost Schedule provided by location.

7.8 Exceptions to the RFP

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

7.9 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure

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

7.10 Authority to Bind Firm in Contract

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

8.0 EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. Two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals may be selected for interview based on the criteria listed below:

- Management skills (25%)
- Experience cutting Cemeteries (25%)
- Understanding of the tasks and requirements. (25%)
- Capability to meet cutting schedules. (15%)
- Fee proposal for proposed work plan. (5%)
- Overall quality and completeness of proposal. (5%)

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

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

9.0 CONTRACT TERMS AND CONDITIONS

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

9.1 Non-Assignment

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

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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. Professional Liability: Architects, Consulting Firms, Designing Firms, Insurance companies or anyone that is giving us information or drawing plans that there may be a possibility of errors & omissions. Then wording should be similar to below:
 - 1. The successful CONTRACTOR shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
 - 2. The E&O Policy shall include the successful offeror and the offeror's subcontractors of every tier as the offeror designated in the declarations.
 - 3. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) with a minimum coverage of 1,000,000 and the policy shall remain enforced for a period of three years from date of contract (or umbrella or excess policy with respect to it) shall apply only to claims arising out of or in connection with the work under this contract.
 - 4. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days' notice of cancellation, non-renewal, change in coverage's, and/or restriction.
- 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. 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 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.

9.20 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.

9.21 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.

9.22 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)

9.23 Debarment Status

By submitting a proposal, offerors 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.

9.24 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.

9.25 Faith-Based Organizations

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

SIGNATURE SHEET

(Submit with Proposal)

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

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

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

By signature and tile, I hereby certify that I am authorized to sign as a Representative for the Firm and can bind the firm into a contract:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Telephone No. _____ **Fax No.** _____

E-mail address (for purchase orders): _____

Name (type/print): _____ **Title:** _____

Signature: _____

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

RFP #2013-00072-IC

Name of Firm/Offeror: _____

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

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

**EXCEPTIONS TO RFP
(RFP #2013-00072-IC)**

Name of Firm/Offeror: _____

Unless stated in this portion of the proposal, all offerors will be considered to have accepted all the terms of the Request for Proposal (RFP), including all musts, shalls, and shoulds, and any amendments as issued, without exception.

ADDITIONAL CONTRACTOR DATA

(RFP #2013-00072-IC)

Name of Firm/Offeror: _____

List years in business supplying like services as outlined in these specifications:

_____ years _____ months

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

MOWING EQUIPMENT LISTING & BURIAL EQUIPMENT

Alternative Contacts for Firm:

Name: _____

Email Address: _____

Cell Phone _____

Fax Number: _____

Licenses:

Please include a list of all current permits and licenses that shall be valid for the duration of the contract period:

**Offeror has included Anti-collusion Statement with proposal. Yes/No
(Circle one)**

**Offeror has included SCC Form with proposal. Yes/No
(Circle one)**

**Offeror has included Insurance documents with proposal. Yes/No
(Circle one)**

**Offeror has acknowledged any Addenda Yes/No
(Circle one)**

**I will accept payment by means of the City's Purchasing Card. Yes/No
(Circle one)**

**I will accept electronic transfer of funds as payment. Yes/No
(Circle one)**

References

(RFP #2013-00072-IC)

Reference 1 _____

Name of Business, City, County or Agency: _____

Street Address _____

City & State _____

Contract Dates _____

Contact
Title _____

Telephone _____

Email Address _____

Description of Work Performed: _____

Contract Amount \$ _____

Reference 2 _____

Name of Business, City, County or Agency: _____

Street Address _____

City & State _____

Contract Dates _____

Contact
Title _____

Telephone _____

Email Address _____

Description of Work Performed: _____

Contract Amount \$ _____

Reference 3 _____

Name of Business, City, County or Agency: _____

Street Address _____

City & State _____

Contract Dates _____

Contact _____

Title _____

Telephone _____

Email Address _____

Description of Work Performed: _____

Contract Amount \$ _____

CEMETERY MAINTENANCE

(RFP #2013-00072-IC)

PROPOSED COST SCHEDULE

CEMETERY

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY APPROX PER YEAR</u>	<u>PER OCCURANCE</u>	<u>ANNUAL COST</u>
1	Mowing/Trimming	18		
2	Mowing Public Utilities Site	18		
3	Shrub Pruning	4		
4	Flower Bed Maintenance	18		
5	Tree Maintenance	1		
6	Weekly Emptying of Trash Receptacles	52		
7	Emptying of Trash Receptacles Prior to Designated Holiday	4		
8	Litter Control Non-Mowing Season (November 2 nd – March 14 th)	16		
9	Leaf Removal Non-Mowing Season (November 2 nd – March 14 th)	16		
10	Planting 100 Geraniums	1		
11	Planting 100 Pansies	1		
12	Herbiciding Roadways	2		
13	Flower Bed Maintenance	18		
14	Tree Maintenance	4		
15	Weekly Emptying of Trash Receptacles	18		
16	Emptying of Trash Receptacles Prior to Designated Holiday	1		
Total Annual Cost				

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

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

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

NONDISCRIMINATION CLAUSE:

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

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

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

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