



CITY OF SUFFOLK

Purchasing Division

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

REQUEST FOR QUOTATION

TITLE: **Technical Sound Services – Summer Concert Series**

ACCEPTANCE DATE: April 18, 2013

RFQ NO: 2013-00095-CN

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

OR FAX RESPONSE TO: (757) 514-7524

Requests for information related to this Request for Quotation should be directed to:

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

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

Issue Date: April 10, 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 quotation to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.

INVITATION FOR BID

Technical Sound Services – Summer Concert Series

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REQUEST FOR QUOTATION

Technical Sound Services – Summer Concert Series

1.0 PURPOSE

The intent of this Request for Quotation is to hire one contractor to furnish, deliver, set up, and operate technical sound equipment for certain bands scheduled to appear in the Department of Parks and Recreation's 2013 Summer TGIF Concert Series to be held at the Constant's Wharf Park and Marina and Bennett's Creek Park in accordance with all specifications, terms, and conditions herein.

2.0 COMPETITION INTENDED

It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Buyer if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source.

3.0 SPECIFICATIONS

3.1 General Specifications

The Contractor and crew shall arrive on site at the time specified by each individual band to set up the required technical needs for each performance and shall provide all technical assistance as may be required throughout the program. The Contractor shall report to the site regardless of the weather, unless previously notified; the system shall be tested and ready for operation for the scheduled start of the program.

In the event of inclement weather, bad site conditions, or predicted severe weather, the Department of Parks and Recreation reserves the right to cancel any scheduled event and shall give notice to the sound technician by verbal or written communications. The Contractor will **not** be paid for any scheduled event if contacted at least one hour prior to the set-up time for the performance. The Contractor shall provide a toll-free number where they may be contacted in the event of cancellation.

The Contractor shall have sufficient personnel to have equipment break-down and removal completed within one hour of the end of the performance.

The Contractor shall be responsible for contacting the band scheduled for each event to determine specific equipment requirements. Sound for those bands whose technical requirements are not included with the bid documents will be of standard quality.

Contractor shall ensure adequate manpower at each event. Contractor's personnel must be at least eighteen (18) years of age with a supervisor of at least twenty one (21) years of age on site during all times of operation.

The Contractor shall be responsible for providing and playing music prior to, and between, musical sets by the band, as well as announcing future Parks and Recreation events or any other relevant information.

In the interest of safety, the Contractor shall set up and operate in accordance with applicable standards or instructions from the City of Suffolk Department of Community Development, the Fire Marshall, and other regulatory agencies.

The Contractor shall not bring alcoholic beverages to the site for his/her use or sale. Alcoholic beverages shall not be sold, served or consumed by the Contractor’s personnel; violation by the Contractor or his personnel shall be reason for immediate cancellation of the agreement.

The City reserves the right to delete or add events/bands to the schedule. Should any events be canceled, the Contractor will be notified in a reasonable amount of time by the Department of Parks and Recreation, and no payment will be made. The price for the addition of any band(s) to the current schedule may be negotiated with the Contractor; if the negotiated price is unacceptable, the City reserves the right to request pricing from other companies qualified to provide technical sound services.

For questions regarding the bands, site, stage, etc., contact Lori Jessee-Carter, Special Events Coordinator, at (757) 514-7267. For questions regarding the Request for Quote, contact Cindy Norfleet, Senior Buyer, at (757) 514-7522.

3.2 Schedule of Events

Several bands performing in the Summer Concert Series will be providing their own sound equipment and services. The Bidder for this RFQ will be required to provide sound for the following events:

June 21	Strictly Bizzness	Constant’s Wharf Park & Marina
June 28	Island Boy	Contstant’s Wharf Park & Marina
July 4	Hotcakes	Constant’s Wharf Park & Marina
July 12	Deloreans	Constant’s Wharf Park & Marina
July 19	The Fuzz Band	Constant’s Wharf Park & Marina
August 2	Janitors	Bennett’s Creek Park
August 9	Michael Clark Band	Bennett’s Creek Park
August 16	Guava Jam	Bennett’s Creek Park
August 23	Slapwater	Bennett’s Creek Park

Bands will perform from 6:30 p.m. to 9:30 p.m. Concerts scheduled for June and July will be held at Constant’s Wharf Park and Marina, located on the corner of Constance Road and Main Street. Concerts scheduled for August will be held at Bennett’s Creek Park, located off Shoulders Hill Road.

Hotcakes is scheduled to perform from 6:00 to 9:30 p.m. for the July 4th Stars and Stripes Spectacular.

3.3 Typical Setup

Bands scheduled for the Summer 2011 Concert Series should not require additional equipment beyond that listed below. Should additional equipment/requirements be needed during the course of the contract period, the City and the Contractor shall negotiate a price agreeable to both parties. The Contractor must be able to justify any price adjustment in writing.

Typical set-up would include:

CONSOLE: 1 EA 32-channel mixing console with 8 subgroups and 8 aux's

SNAKE: 1 EA 32-channel with 6 returns
1 EA Speaker management system, BSS or DBX

PROCESSING:

1 EA Power conditioner
2 EA Rane, Ashley, White (or equal) 1/3 octave equalizer
2 EA Dual channel compressor/limiters
1 EA Quad noise gate
1 EA CD player
1 EA Set of headphones
1 EA Yamaha (or equal) SPX 900 reverb
1 EA Digital delay, preferably Lexicon or Roland (or approved equal)

MICROPHONE:

8 EA Shure SM-58's (or equal)

SELECTION: 8 EA Shure SM-57's (or equal)
2 EA AKG D-112's (or equal)
2 EA ATM 33R's (or equal)
6 EA Direct boxes

MAIN SPEAKER:

2 EA Stacks of JBL, ElectroVoice, Tad, EAW, or equal, 3-way or 4-way cabinets aside, to cover crowds of up to 2,500 persons – no peavy

Power AMP's to run above the system

Combined power to be no less than 6,000 watts

MONITOR SYSTEM:

8 EA Floor monitors to contain (1) 15" speaker and (1) 2" horn
4 EA 500 watt, 2-channel power amplifiers
8 EA 1/3 octave equalizers
1 EA 24 x 8 monitor desk
1 EA Set of headphones
4 EA Compressor/limiters

MISCELLANEOUS:

All speakers' cables, monitor cables, MIS cables and adapters to successfully run above sound system

Mic stands, power cables and adapters to run above above sound system

Bidders shall take written exception to any of the equipment listed herein which they cannot furnish.

4.0 CONTRACT TERMS AND CONDITIONS

4.1 License Requirement

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

4.2 Taxes in Arrears

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

4.3 Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$1,000,000 Fire Damage Limit
\$ 500,000 Medical Expense Limit

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

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

c. Workers' Compensation

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

d. Umbrella/Excess Liability

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

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.

6. All deductibles or self-insured retention shall appear on the declaration page(s), endorsement(s), and/or policies and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.

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

4.4 Indemnity/Hold Harmless Clause

The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, employees, agents, and representatives thereof from any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property which arise out of any violation of law by, and all acts and omissions of the CONTRACTOR, the CONTRACTOR'S agents, employees, or customers occurring in connection with the products and services covered herein or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.

The CONTRACTOR'S indemnification obligation with respect to any and all claims against the CITY or any of its officers, agents, employees, by any employee or statutory employee of the CONTRACTOR, or any of CONTRACTOR'S subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts the CONTRACTOR or CONTRACTOR'S subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the

CONTRACTOR or any of CONTRACTOR'S subcontractors under workers' compensation laws, disability benefit laws or other applicable employee benefit laws.

4.5 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.

4.6 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.

4.7 Ethics In Public Contracting (SEC 2.2-4367 ET. SEQ. CODE OF Virginia)

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.

4.8 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

4.9 Compliance with Federal, State and Local Laws and Federal Immigration Law

Section 2.2-4311.1 requires that all public bodies provide in every written contract that the contractor does not, and shall not during the performance of the contract for foods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

4.10 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.

4.11 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

4.12 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

4.13 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.

4.14 Faith Based Organization

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

4.15 Substitutions

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

4.16 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.

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

4.17 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

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

4.18 Assignment of Contract

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

4.19 Termination without Cause

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

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

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

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

4.20 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.

4.21 Non-Appropriation – Availability of Funds

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

4.22 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.

4.23 Controlling Law; Venue, Pending/During Litigation

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

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

QUOTATION FORM

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

BID: Technical Sound Services
DUE: April 18, 2013
TIME: 5:00 p.m., Local

_____ (**Company**) quotes firm unit price, exclusive of all taxes, to furnish, deliver F.O.B. destination, set up, operate, break down, and remove all technical sound equipment required for the Department of Parks and Recreation's 2013 Summer Concert Series in accordance with specifications, terms, and conditions herein.

- | | | |
|----|-------------------------------|----------|
| 1) | Strictly Bizzness (June 21) | \$ _____ |
| 2) | Island Boy (June 28) | \$ _____ |
| 3) | Hotcakes (July 4) | \$ _____ |
| 4) | Deloreans (July 12) | \$ _____ |
| 5) | The Fuzz Band (July 19) | \$ _____ |
| 6) | Janitors (August 2) | \$ _____ |
| 7) | Michael Clark Band (August 9) | \$ _____ |
| 8) | Guava Jam (August 16) | \$ _____ |
| 9) | Slapwater (August 23) | \$ _____ |

TOTAL: \$ _____

Bidder has included the following with the bid submittal (✓ if you comply):

_____ Anticollusion/Nondiscrimination/Drug Free Workplace Clause
_____ Certificate of Insurance

Contact Person: _____ **Phone No.:** _____

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

BIDDER

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax No. _____

E-mail Address: _____ Fed ID No.: _____

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** _____

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

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

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

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

NONDISCRIMINATION CLAUSE:

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

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

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

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