



# **CITY OF SUFFOLK**

## **Purchasing Division**

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

## **REQUEST FOR QUOTATION**

**TITLE:** Softball Officiating Services

**ACCEPTANCE DATE:** February 25, 2014

**RFQ NO:** 2014-00063-CN

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

**OR FAX RESPONSE TO:** (757) 514-7524

**OR E-MAIL RESPONSE TO:** [cnorfleet@suffolkva.us](mailto:cnorfleet@suffolkva.us)

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](mailto:cnorfleet@suffolkva.us)

This document can be down loaded from our web site: [www.suffolk.va.us/bids/index.jsp](http://www.suffolk.va.us/bids/index.jsp)

Issue Date: February 14, 2014

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 proposal 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 vendor.**

# JOB SPECIFICATIONS

## Softball Officiating Services

The purpose for this Request for Quotation is to establish a contract for officiating services for the Department of Parks and Recreation's adult and youth softball programs; these services shall include regular season league play, play-offs, tournaments and any added or rescheduled games.

Contract period shall begin March 15, 2014 and end March 14, 2015; the City reserves the right to renew this agreement for two (2) additional one-year periods under the terms and conditions herein and subject to continued satisfactory service through March 14, 2017.

Softball programs are tentatively scheduled to begin in March 2014 and continue through mid-November with most games to be held twice weekly in the afternoon and evenings. Programs listed below are currently planned by the Parks and Recreation Department; however, the number and type of programs offered will depend upon interest and participation.

- Men's Slow Pitch
- Women's Slow Pitch
- Fall Coed Slow Pitch
- Fall Men's Slow Pitch
- Youth Softball
- Church Coed Slow Pitch

For all slow pitch games, one umpire will be utilized for each game played. The City may require two (2) umpires for playoff or tournament games.

The season for each league is approximately eight (8) to ten (10) weeks long with four (4) games scheduled each night/afternoon. The estimated total of games played for each league is as follows:

- Men's Slow Pitch (Spring and Fall) – approximately 180 games
- Women's Slow Pitch – approximately 50 games
- Fall Coed Slow Pitch – approximately 80 games
- Youth Softball – approximately 25 games
- Church Coed Slow Pitch (Spring and Fall) – approximately 180 games

All games will be played using a one-hour time limit.

Umpires must be certified by the governing association, and a complete list of the umpires verified as certified must be provided prior to the season along with any additional names added during the season. The City has the right to deny the use of any specific umpire.

No umpire may work a game in which their child, sibling, spouse, or parent is participating, nor work a game in a league in which he or she may be a volunteer coach or participant.

Assignment of umpires to games shall be called under the laws of the game (rules book) as set forth in the Amateur Softball Association of America, including any variations adopted by the City of Suffolk Department of Parks and Recreation's athletic rules and policies.

All officials shall wear appropriate and complete umpire's uniform as adopted by the Association.

The commissioner, or designated chairman/president, shall serve as contact person for the Association. The contact person shall be responsible for the scheduling of officials (to include a backup schedule in emergency situations), as well as bookkeeping for the association. The contact person shall be easily accessible by phone to Parks and Recreation staff involved in the softball program.

Officials shall arrive, appropriately uniformed, for all games at least fifteen (15) minutes prior to game time. Delay of game due to late arrival by an official shall be documented by the Department of Parks and Recreation staff, and one-half of the game fee shall be deducted from that particular game. **This policy will be strictly enforced by the Department of Parks and Recreation.**

Should any scheduled game be canceled due to a "no show" or the delayed arrival of 30 minutes or longer by an official, the Contractor shall assume all responsibility and costs for the rescheduling of any canceled game, including the rate of pay for each umpire for that game.

Constant tardiness and/or game cancellations on the part of the Contractor (three or more incidents), substance use by officials before or during games, and/or unprofessional conduct may be cause for termination of this contract by the Department of Parks and Recreation.

All protested games will be reworked at no cost to the City if the protest is upheld.

Should any game(s) be canceled by the City due to inclement weather, or other circumstances beyond their control, it will be the City's responsibility to contact the contractor at least 60 minutes prior to game time. Provided with the proper notice, no additional charges for game fees will be allowed. Contractor may request a flat travel fee not to exceed \$8.00 per site for games canceled without the proper notification by the City.

For added games or rescheduling of games, it will be the responsibility of the City to notify the Contractor of any changes at least 24 hours prior to game time.

Games canceled due to circumstances beyond the City's control (inclement weather, power failure, etc.) shall be rescheduled at the City's convenience. Full games fees are due once a game is started; rescheduled games shall be replayed from the beginning, and payment to the officials shall be in full.

Officials are required to complete a scorecard for each game, as well as an ejection form on any ejection of players/coaches from a game or facility.

A qualified representative of the Association shall provide a clinic regarding softball rules at the beginning of each season covered by this contract.

The Contractor may bill the City once per month. This billing will show all games worked including date, location, and name of official(s). Payment shall be made via check to the Association in accordance with the City's payment schedule.

Any questions concerning the City's softball programs should be forwarded to Roberto Ramos, Recreation Specialist II (Athletics), at (757) 514-7270.

## **QUALIFICATIONS**

Contractor will submit with his bid a list of association officers to include chairman/president (contact person) and his previous experience and abilities for scheduling games, keeping records, etc. Include addresses.

Contractor will also submit with his bid a list of names and addresses of participating officials (list must contain no fewer than six persons) along with previous experience and date and location of last training session attended.

# GENERAL TERMS AND CONDITIONS

## 1.0 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.

## 2.0 Insurance

Contractor shall purchase and maintain the following insurance coverage:

- a. Workers Compensation  
As statutorily required by the Commonwealth of Virginia. Employers Liability, \$1,000,000.
- b. Commercial General Liability  
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
- c. Auto Liability insurance  
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
- d. Should the Contractor lease his equipment, it shall be the Contractor's responsibility to obtain any necessary additional insurance, at Contractor's expense.
- e. A certificate evidencing the above insurance coverage shall be provided by the contractor to the City of Suffolk prior to the commencing work. The City of Suffolk shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Contractor's responsibility to keep therequired insurance coverage's in full force, and without lapse, during the entire term of this agreement. Notices of cancellation or any changes to insurance shall be provided to the City of Suffolk thirty (30) days prior to the effective date of such change or cancellation.

- f. All insurance shall be placed with insurers maintaining an A.M. best rating of no less than A:VII.

### 3.0 Hold Harmless Clause

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

### 4.0 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.

### 5.0 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex,

national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 6.0 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.

#### 7.0 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.

#### 8.0 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

#### 9.0 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.

#### 10.0 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.

#### 11.0 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.

#### 12.0 Faith Based Organization

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

#### 13.0 Substitutions

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

#### 14.0 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.



15.0 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.

16.0 Assignment of Contract

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

17.0 Termination for Convenience

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.

18.0 Termination for Cause

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.

19.0 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.

20.0 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.

21.0 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.

22.0 Employee Background Certification

Upon award, the Contractor and any employee who will have direct contact with children shall provide certification that (1) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) whether he has been convicted of a crime of moral turpitude.

## QUOTATION FORM

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

**BID:** Softball Officiating  
 Services  
**DUE:** *February 25, 2014*  
**TIME:** 5:00 p.m., Local

Quote firm price **per official per game** to provide officiating services for the City of Suffolk Parks and Recreation's softball programs in accordance with specifications and conditions herein.

The annual number of games in this bid is estimated for the purpose of bid evaluation only, and the City does not guarantee the Contractor a minimum quantity of work. Cost per official per game price will be for one official only per game.

Annual number of Games	League	Cost per Official/Game	Total
180 Each	Men's Slow Pitch (Spring and Fall)	\$ _____	\$ _____
50 Each	Women's Slow Pitch	\$ _____	\$ _____
80 Each	Fall Coed Slow Pitch	\$ _____	\$ _____
180 Each	Church Coed Slow Pitch (Spring and Fall)	\$ _____	\$ _____
25 Each	Youth Softball	\$ _____	\$ _____
	<b>ANNUAL TOTAL:</b>		\$ _____

A **travel fee** of \$ \_\_\_\_\_ per site may be charged the City if games are canceled by the City after the arrival of the officials at the game site (no games played).

**Association's Contact Person:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_

Listing of Association officers, experience, addresses is included with this bid. **YES/ NO**

List of names and addresses of participating officials is included with this bid. **YES / NO**

**Payment Terms/Discounts** \_\_\_\_\_ (Suffolk's normal semi-monthly payment schedule. 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. \_\_\_\_\_

I certify by my signature below that I have received the documents associated with this quotation 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 future claims against the City of Suffolk that the document was incomplete or not understandable.

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

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**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.

<b>Name and Address of Bidder:</b>	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

## CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with children, the City will require the contractor, and when relevant, any employee who will have direct contact with the children, provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he or she has been convicted of a crime of moral turpitude. Any contractor providing services for the City's Department of Parks and Recreation, whose employees will have direct contact with children, is required to provide the certification listed below:

As a contractor providing services for the City of Suffolk's Department of Parks and Recreation, whose employees will have direct contact with children, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (1) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (2) convicted of a crime of moral turpitude.

CONTRACTOR NAME \_\_\_\_\_

BUSINESS NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. The City shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with children" means being in the presence of children during scheduled hours of the activity.