



# **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: Inspection and Maintenance of Radio Communications Towers**

**ACCEPTANCE DATE:** Prior to 5:00 p.m. – May 6, 2014 “Local Verizon Time”

**RFQ NUMBER:** 2014-00088-CN

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

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

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

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

This document can be downloaded from our web site: ([www.suffolkva.us/bids/bid\\_search\\_all.jsp](http://www.suffolkva.us/bids/bid_search_all.jsp)).

Issue Date: April 23, 2011

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

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

## **1.0 PURPOSE**

The intent of this Request for Quotation is to establish an annual contract for Radio Communications Tower Inspection and Maintenance Services, to include ancillary parts and services, which will provide for the proper inspection, preventative maintenance and any corrective maintenance needed for the City's three (3), two-way radio communications towers. Maintenance shall include parts, labor and travel to all three (3) tower sites.

Bid price shall include vehicle(s), per diem, and all tools and incidental materials and supplies required to perform the services described herein in accordance with all specifications, terms, and conditions of the RFQ.

## **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 Senior Buyer in writing 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 CONTRACT PERIOD**

The contract shall cover the period beginning immediately and continuing through April 30, 2015.

Contract shall continue in force thereafter from year to year, not to exceed an 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 April 30, 2017.

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 three percent (3%). The City does not guarantee any rate increase.

## **4.0 GENERAL SPECIFICATIONS**

### **4.1 Project Goals and Objective**

It is the goal of this project to implement a radio communications tower inspection and maintenance program that ensures FCC and FAA Regulatory Compliance, ensures satisfactory technical operation, and complies with insurance requirements to include required annual inspections and accountability in the event of accident.

Work shall include annual inspections of three (3) radio communications tower sites, routine maintenance and repair, and the submission of comprehensive written reports of same to the City of Suffolk.

Tower sites to be inspected and maintained are as follows:

- Whaleyville 400' Rohn Model #80 (guyed)
- Quaker's Neck 400' Rohn Model #80 (guyed)
- Municipal Building 200' Rohn Model SSV (self-supporting)

#### 4.2 Performance Standards

All work shall be performed in compliance with the following:

- a. FCC Rules and Regulations, Part 17 - Construction, Marking and Lighting of Antenna Structures
- b. FAA Advisory Circular, AC No: 70/7460-1H with Changes, Obstruction Marking and Lighting
- c. EIA Standard, EIA-222-D, Structural Standards for Steel Antenna Towers and Antenna Supporting Structures
- d. Applicable Local Building Codes (e.g. BOCA, NEC, etc.)
- e. Tower manufacturer preventative and corrective maintenance requirements, including emergency procedures

The Contractor shall be responsible for the cited regulations only with regard to application to maintenance of the tower structure and appurtenances. Compliance with regard to transmitting and receiving equipment and operations shall be the responsibility of others.

#### 4.3 Project Manager

One representative shall be designated by the Contractor as Project Manager and as a sole source of contact between the City and Contractor. The Project Manager shall bear full responsibility for supervising and coordinating the implementation and continuation of this contract.

Assignment of other personnel to serve as Project Manager by the vendor shall be subject to concurrence by the City; **a resume stating the experience and qualifications of the Project Manager will be included in the vendor's bid.**

The successful vendor may be asked to describe the project management system that will be used to implement and continue the proposed contract on schedule.

#### 4.4 Sites Visit

Prior to submitting a bid, each Bidder **must** examine the specifications, terms, and conditions thoroughly. He should visit the tower site locations to familiarize himself with Federal, State and Local laws, ordinance, rules and regulations that may in any manner affect the costs, progress or performance of the work. The Contractor shall study and carefully correlate his observations with the bid documents.

The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the work.

Access to visit job sites may be arranged by calling **Tyrone Williams, Radio and Electronics Supervisor, at (757) 514-4429.**

Tower site locations are as follows:

- Whaleyville – adjacent to 6430 Whaleyville Blvd.
- Quaker's Neck – Driver Village, off Kings Highway
- Municipal Building – 441 Market Street

#### 4.5 Repairs and Parts

Any parts and/or services used by the vendor shall meet or exceed the specifications of the OEM (Original Equipment Manufacturer) of the structure or equipment involved.

Any **routine** parts or services required to provide professionally maintained radio communications tower facilities and not specifically mentioned herein, shall be provided by the vendor without claim for additional payment. It is understood that this proposed contract and agreement contemplates and requires inspection and maintenance of completely operational radio communications tower facilities which meet the standards of reliability and quality expected of a local government public safety radio communications system.

The Bidder shall provide the City with a list of any additional parts and/or services, along with a cost estimate, for any work to be performed beyond the scope of this contract; any parts not covered under this agreement, but recommended by the Contractor, shall become the responsibility of the City. The City reserves the right to seek additional competition for any major renovations over \$5,000.00.

All maintenance items shall be performed to ensure favorable review when inspected by FAA and FCC. Any work which fails to meet the standards of said inspections shall be corrected by the Contractor at no additional cost to the City.

The Contractor shall be required to carry an inventory of parts required for general maintenance of the tower structures to maintain structural integrity and warning lights. Inventory for maintenance of transmitting or receiving equipment shall be the responsibility of others.

#### 4.6 Service Response

Emergency response service shall be provided twenty-four (24) hours per day, seven (7) days a week. Response to equipment failures, particularly obstruction lighting failures, shall be made within twenty-four (24) hours of notification by the City's Emergency Communications Center.

A sufficient supply of spare replacement parts shall be maintained by the vendor to allow immediate restoration of essential operations of the tower site. Other parts shall be available via emergency procurement request and air freight within twenty-four (24) hours of the equipment failure.

If requested, vendor shall make recommendations in regard to essential spare parts to be maintained by the City to assure rapid restoration of integral tower services in the event of component failure.

#### 4.7 Warranties

All equipment furnished, if any, shall be fully warranted for a minimum period of one (1) year from the date of installation. Such warranty shall cover parts and labor. Vendor shall provide a copy of provisions and terms of any proposed warranty in compliance with the laws of the Commonwealth of Virginia.

#### 4.8 Bidder Qualifications

Only bids from established contractors for work similar in scope to work herein, shall be considered; each vendor submitting a bid shall have been actively engaged in the installation, maintenance and repair of public safety radio communications towers for a period of at least five (5) years. The Contractor shall have installed and/or maintained a minimum of five (5) public safety radio communications tower facilities similar to those specified in this document. **A list of these will be provided with the QUOTATION FORM and should include name, address and telephone of an official or agency responsible for its operation.**

#### 4.9 Permits and Fees

Any permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

#### 4.10 Documentation

The Contractor shall provide comprehensive written reports of services and dates performed once each year. Work required, if any, to bring towers into conformance with prudent standard of safety shall be noted.

### 5.0 **ANNUAL INSPECTION SERVICES**

#### 5.1 General Inspection Requirements

Annual inspection of the three (3) tower sites shall take place in the month of July of each year, unless otherwise approved by the City.

The successful vendor shall provide a two-man (minimum number) team, trained and qualified to ensure high quality and complete annual inspections of the City's three (3) radio communications tower sites. Inspections shall include tower structures, antennas, shelters, transmission lines and related site conditions.

The assigned two-man inspection team shall complete all the inspection work identified within the Scope of Work details listed below and shall submit all findings and repair work performed on a comprehensive written report to the City.

During each tower site evaluation, small repairs shall be executed by team members to include tightening hardware, guy wire tensioning, repair of grounding kits, changing light bulbs, and all other maintenance listed herein.

All inspections shall be summarized on the comprehensive inspection services report. This report shall be individually completed and returned to the City for each site inspected.

An inventory of installed material shall be provided by the contractor for each site. The inventory shall include antennas, transmission lines, connectors, and related material; this shall also include remaining tower space available on cable ladders and on building waveguide bridges and cable entry ports.

Replacement parts for authorized repairs (not general maintenance) shall be billed at the Contractor's actual invoice cost. Copies of all invoices for parts shall be provided with the Contractor's invoice for labor. Any charges in addition to labor rates must be approved in advance by the City.

With each annual inspection, Contractor shall review the tower structures for compliance with current regulatory requirements and advise the City of any deficiencies and provide a cost estimate for the recommended improvements.

The Contractor shall document by photograph any known condition which is deemed hazardous and shall provide a cost estimate for corrective action.

## 5.2 Inspection Stipulations

Each inspection team shall visually inspect all sites scheduled for inspection, correct all deficiencies or report as appropriate, and complete the comprehensive inspection services report and any other report forms required by the City. The following work items shall be performed during each inspection:

### a. Transmission Line

1. Check for proper dehydrator function (if appropriate).
2. Check for pressure leaks (if appropriate).
3. Insure that all coaxial and waveguide supports are not more than four (4) feet apart.
4. Check for loose or missing coaxial and waveguide hangers.
5. Check for damage and loose or missing bolts.

b. Guy Wire

1. Check guy wire for broken strands.
2. Check guy initial tensions; plumb tower and adjust tension using dynamometer to specifications, if necessary.

c. Foundation

1. Check for cracks in the cement.
2. Check for surface breakup.
3. Check for crumbling of foundation.
4. Check grout.
5. Check for erosion around foundation.
6. Check exposed grounds for corrosion.
7. Check all caldwelds for tightness and continuity.
8. Check for rust stains and attempt to identify source.

d. Rust and Corrosion

1. Check for any particular portion of the tower that appears to have rust and/or corrosion.
2. Check to see if galvanizing is flaking.
3. Inspect for any galvanic action (corrosion).
4. Check each reflector and antenna adjustment for rust.
5. Check guy pull-off plates and rods for corrosion and rust.
6. Check guy cable clamps for rust.
7. Check all turnbuckles and other hardware for rust and, if necessary, brush and paint with primer and finish coat.
8. Carefully inspect guy wires for rust and flanking.
9. Check for rust on ice shield(s).
10. Check coaxial cable and waveguide hanger bolts for rust.

e. Antenna

1. Check physical condition of antennas, specifically dents, bent feed guy wires, bullet holes, and paint condition.
2. Check all antennas, reflectors, and stiff arm/stand off hardware for loose or missing bolts.
3. Check all radomes and exposed parabolics for damage and looseness.
4. Inspect all other two-way radio antennas, coaxial cables, and fittings for any abnormalities.
5. Check horn antenna pressure with flow meter (if appropriate).
6. Check for rust and surface conditions of all mounts.

f. Electric Fixtures

1. Check all electric fixtures for proper operation and insure that all hasps and safety chains on the fixtures are secure, and all drain holes in the fixture base are clear and unobstructed.
2. Check photo cell operation and repair as necessary.
3. Provide labor and materials to re-lamp towers completely on an annual basis.
4. Provide emergency interim re-lamping service within 24 hours of notification with no additional charge for labor or materials whenever one or more lamps have failed.

g. Building and Site

1. Check door seals for weather tightness and door hinges for damage and alignment. Look for any evidence of tampering.
2. Check for water, rodent or insect penetration. Attempt to trace to source (if appropriate).
3. Check building and roof generally for damage.
4. Check tower alignment, and make adjustments necessary to insure it is not out of plumb.
5. Check tower structure for bows or kinks or missing or bent members.
6. Check sample of tower bolts for tightness and replace any that are missing.



7. Check the following for damage and general condition:
  - Fences
  - Fence ground connectors (caldwelds)
  - Propane tanks (including stands, foundations and pads)
8. Check commercial power service entrance for damaged or broken cables and corrosion on exposed panel boxes.
9. Check condition of access road and parking area.
- h. Tower Paint
  1. Check tower paint for peeling, flaking and fading.
  2. Check the visual effectiveness of the paint.

## 6.0 CONDITIONS AND INSTRUCTIONS (Revised 1/2014)

1. **Use of Form:** All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of a conflict with published requirements, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such additional writings shall be clearly marked and noted as an exception.
2. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
3. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
4. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/bids/index.jsp>). It is the bidder's responsibility to check the website or to contact the Purchasing division prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
5. **Governing Document:** The solicitation document maintained by Purchasing in the bid file shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.

6. **Award:** Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids. Determination of low bid shall be determined by the audited figure shown on the pricing page titled 'Total Per Year for All 3 Sites.'
7. **Negotiation:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within the available funds.
8. **City's Rights:** The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
9. **Cooperative Agreements:** If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).
10. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
11. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
12. **Capacity of bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
13. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

14. **Anti-collusion**: The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
15. **Indemnification**: The Contractor shall defend, indemnify and hold the City, and the City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
16. **Laws, Regulations**: The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
17. **Alien employment**: The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
18. **SCC Authorization**: All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include 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, as amended, 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.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

19. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is: One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor Number\_\_\_\_\_."

"Licensed Class B Virginia Contractor Number\_\_\_\_\_."

"Licensed Class C Virginia Contractor Number\_\_\_\_\_."

20. **Payment Terms:** Payment terms shall be 'Net 30'days, from the date of Contractor invoice approval by the City.

21. Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

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

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The City prefers to make payment with the City's Purchasing Card. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment? Yes\_\_\_\_ No\_\_\_\_

22. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.

23. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

**Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

24. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.

25. **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 Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
26. **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.

27. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
28. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
29. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.
30. **Governing 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. 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.
31. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
32. **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.

33. **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.

34. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

35. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.



36. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
37. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
38. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
39. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
40. **Conflicts of Interests:** 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.
41. **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.

42. **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.

43. **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 upon request.

44. **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.

45. **Safety:** All Contractors and subcontractors 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.

46. **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.

47. **Bidder Qualifications:** 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.
  - Contractor does not meet project-specific requirements, as identified in the Contract Documents
48. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.
49. **Competition Intended:** It is the City's intent that the Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Contract Officer prior to the date set for bids to close.
50. **Default on Taxes:** No bid or proposal will be accepted from, or any Contract awarded to, any person, firm, or corporation that is in arrears, or 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.

# QUOTATION FORM

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

**BID:** Radio Tower Inspection  
& Maintenance  
**DUE:** **May 6, 2014**  
**TIME:** 5:00 p.m., Local

\_\_\_\_\_(Company) agrees to furnish all labor, equipment, parts, licenses, permits and fees to provide annual inspection and maintenance services for three (3) radio communications tower sites, to include the routine repair of existing problem areas, for the City of Suffolk in accordance with all specifications, terms, and conditions herein.

Quote LUMP SUM PRICE for annual inspection, maintenance and documentation of the following tower sites:

Whaleyville Tower Site                      \$\_\_\_\_\_per year  
Quaker's Neck Tower Site                    \$\_\_\_\_\_per year  
Municipal Center Tower Site                \$\_\_\_\_\_per year

**TOTAL PER YEAR FOR ALL 3 SITES      \$\_\_\_\_\_**

Bidder has visited all 3 job sites. <b>YES / NO</b> (Circle one)
Bidder has included a resume of his project manager. <b>YES / NO</b> (Circle one)
Bidder has included a list (minimum of 5) of public safety radio communications tower facilities he has installed and/or maintained. <b>YES / NO</b> (Circle one)
Bidder has included Anticollusion/Nondiscrimination/Drug Free Workplace Clause with bid. <b>YES / NO</b> (Circle one)
Bidder has included Certificate of Insurance with bid. <b>YES - NO</b> (Circle one)
Bidder has included Proof of Authority to Transact Business in Virginia Clause <b>YES / NO</b> (Circle one)

Bidder agrees to completely re-lamp and inspect towers during the month of \_\_\_\_\_ for each annual contract period.

Guaranteed Response Time to Emergency Calls: \_\_\_\_\_

24 Hour Point of Contact: \_\_\_\_\_ Phone No. \_\_\_\_\_

**BIDDER INFORMATION:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Person Quoting \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Social Security Number or FIN Number \_\_\_\_\_

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 documents were incomplete or not understandable.

I certify that this quotation 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.

**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.

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ( )	

African American  
  Hispanic American  
  American Indian  
  Eskimo  
  Asian American  
  Aleut  
 Other; Please Explain: \_\_\_\_\_  
 Is your firm Woman Owned?    Yes    No                     
 Is your firm a Small Business?    Yes    No

# PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature