

INVITATION FOR BID

City of Suffolk
IFB#17100-AG
April 26, 2017



Purchasing Division
442 W. Washington Street, Room 1086
Suffolk, VA 23434
Phone: (757) 514-7520 Fax: (757) 514-7524

General Services Contractor

SCOPE OF WORK: The intent of this Invitation for Bid (IFB) is to hire two (2) contractors, a primary and secondary, to furnish all labor, transportation, equipment, materials, incidentals permits and fees to provide minor building repairs and general construction services on an as needed basis. Resulting contracts are intended to be for renovations, alterations, maintenance, repair, emergency repair and minor construction projects. Work shall be in accordance with all specifications, terms, and conditions herein.

Bid Due: 3:00 p.m., May 24, 2017

Contract Officer: Amy Gardner
Amy Gardner, Buyer, agardner@suffolkva.us

The Buyer, Amy Gardner is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to her at this email address: agardner@suffolkva.us. 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 other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement. All questions concerning bid must be in writing and received five (5) business days prior to the bid opening.

Full bid documents can be downloaded at the City of Suffolk website www.suffolkva.us.

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed above, until the time and date shown above (local prevailing time), for furnishing the items or services described in the bid.

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

In compliance with this Invitation for Bid (IFB), and subject to all the conditions thereof, the signatory offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

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.

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PURPOSE

The intent of this Invitation for Bid (IFB) is to hire two (2) contractors, a primary and secondary, to furnish all labor, transportation, equipment, materials, incidentals permits and fees to provide minor building repairs and general construction services on an as needed basis. Resulting contracts are intended to be for renovations, alterations, maintenance, repair, emergency repair and minor construction projects. Work shall be in accordance with all specifications, terms, and conditions herein.

The secondary contractor will be the second lowest responsive and responsible bidder. The secondary contractor will only be used when the primary contractor is unavailable.

COMPETITION INTENDED

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

CONTRACT PERIOD

The contract shall cover the period from date of award through May 31, 2018.

The City reserves the option to renew this agreement for two (2) additional one-year periods ending May 31, 2020. Unless notified in writing thirty (30) days prior to the expiration date, the contract will automatically renew during these periods.

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

MINIMUM QUALIFICATIONS

All bidders shall provide documentation with their bid submission that they meet/exceed the minimum qualifications stated herein. Failure to provide this documentation may result in the bid being deemed non-responsive and rejected.

Contractor shall have at least five (5) years' experience in the trade. Contractor may also employ helpers to assist in various tasks. **Bidders shall provide with their bid: qualifications and copies of licenses of all personnel available for this contract.**

Bids with hourly rates below minimum wage will not be accepted.

Contractor shall own and have in good repair all equipment necessary to perform the described services, in particular, equipment to do small renovations. Bidders shall provide with their bid a list of equipment available for City projects.

Contractor shall have the experience and knowledge of small building repairs. Bidders shall provide with their bid: list of at least three (3) current references for which comparable work

has been performed. This list shall include company name, person to contact, address and telephone number. **Only commercial references will be considered.**

SCOPE OF WORK

General Specifications

It is thought that the work to be performed under this contract **will not** require the services of an architect, engineer, or consultant, and that the work required can be done as the result of routine field surveys by the Contractor, examination of written information and simple sketches and diagrams briefly describing the City's needs, and building blueprints if necessary. However if, upon completing the site investigation of the work, the Contractor determines that the Scope of Work in response to the City request requires the services of an architect, engineer or consultant, then the Contractor shall notify the City representative that the work requested cannot be accomplished under this contract.

The City of Suffolk requires the services of one or more qualified contractors to provide minor building repairs and construction services on an "as needed basis" for the Department of Capital Programs and Buildings. Services shall consist of repair of structures and/or as identified by the City.

The successful Contractor shall provide all supervision, labor, transportation, equipment, permits and fees necessary to perform required services, to include any procedural instructions that may be issued from time to time by the authorized City of Suffolk representative.

All services performed by craftsmen shall be skilled and licensed (if applicable) in their trades and shall be done in accordance with the Virginia Uniform State-Wide Building Code and the current editions of, but not limited to, the following codes and standards:

- Building Officials and Code Administrators (BOCA)
- American National Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- American Society of Mechanical Engineers (ASME)
- National Electrical Code (NEC)

All work will be on an "as needed basis." The City does not guarantee any minimum amount of work during the contract period; quantity of work performed will be determined by City personnel.

The City shall have a primary and secondary contractor. The secondary contractor will be contacted when the primary contractor is unavailable.

At least 60% of labor costs of the contract shall be performed by employees of the contractor. Deviations for a specific project are permitted only with prior approval in writing by the City.

The Contractor shall submit a written quotation to the City, based upon the contract labor rates, within five (5) days of request, for all projects estimated to cost between \$5,000 and \$20,000. The Contractor shall provide a written quotation to the City, based on contract labor rates, within forty-eight (48) hours from request, for projects estimated to cost under \$5,000.

Only projects up to \$50,000 in total are covered under this contract. The City will bid separately projects in excess of this amount.

All work will be performed in facilities which are owned or leased by the City of Suffolk.

Charges for materials shall be billed at actual invoice cost. Copies of all invoices for materials shall be provided with the Contractor's invoice for labor. The City reserves the right to furnish materials for installation by the Contractor. Any charges in addition to labor rates must be approved in advance by the appropriate City staff.

All invoices shall be itemized. All invoices shall be broken down by labor, equipment, and materials. Any invoices not itemized will not be processed.

Each Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site to assure that the work is accomplished in compliance with the applicable laws, ordinances, rules, regulations and codes. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.

The Contractor shall have a competent foreman or superintendent, satisfactory to the City, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents and for all safety and worker health programs and practices. The Contractor shall notify the City in writing of any proposed change in superintendent including the reason therefore prior to making such change.

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractor, the City or the City's separate contractors and their subcontractors.

All tools required in performing the required work, including hand tools, electric drills, saws, sanders, planes, routers, and table saws, etc. must be provided by the Contractor. If the job requested by the City requires the Contractor to rent special large equipment, the City will pay at the invoiced cost for the rental.

The City representative shall be provided a listing of each employee scheduled to perform the work. The Contractor's supervisor shall record the date(s) and time(s) the contractor's employees arrive and leave the job site. Lunch breaks and other times away from the job site shall not be included in the invoiced labor. Work shall be billed portal to portal. Time keeping starts when employees arrive at the job site ready to start work and ends when they leave the job site and have everything cleaned up. A copy or duplicate of each employee's

time shall be turned in to the City representative daily upon completion of work, or the next working morning if overtime is involved and authorized.

As Built Drawings

The City of Suffolk may require the Contractor to provide a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the City with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the City upon completion of the work and prior to final payment.

Hazardous Materials

The Contractor shall not store any flammable or hazardous material on the project site without the prior approval of the City representative. The City will provide no storage site for the Contractor’s equipment or materials.

All hazardous materials must be removed and disposed of in accordance with all applicable laws and regulations. The Contractor must follow proper procedures in the handling and disposal of same.

Hazardous materials encountered by the contractor in the performance of this work will generally include asbestos shingles, lead paint, pesticides, and/or an occasional oil drum. Should the Contractor encounter hazardous materials other than that stated, or should they discover hazardous materials more extensive in nature, they should immediately contact the Department of Capital Programs and Buildings. These situations will be handled on a “case by case” basis.

Asbestos

Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present; they shall stop the work immediately, secure the area, notify the building owner or Capital Programs and Buildings and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

Disposal of Debris

The Contractor shall be responsible for the disposal of all debris and excess materials, off the Owner’s property, in accordance with existing regulations regarding such disposal. Any left-over new material shall become the property of the City if requested.

Non-hazardous debris may be disposed of at SPSA Regional Landfill at no cost to the Contractor for the duration of the contract period. In order to take advantage of free tipping fees, the Contractor will be required to register with the Department of Public Works for each job performed.

Permits and Fees

Permits and licenses necessary for the performance of the work shall be secured and paid for by the Contractor; City fees will **not** be waived.

Work Schedule

The Contractor shall make application for all permits and utility cutoffs within five (5) business days of receipt of Notice to Proceed or Purchase Order and forward such approvals to the Department of Capital Programs and Buildings upon receipt of same. The Contractor will not be responsible for delays caused by utility cutoffs; however, he will be responsible for obtaining the proper permits for the cutoffs in the time allotted.

Failure to Deliver

Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract as negotiated will be considered default of the contract award. Should the contractor fail to deliver an order at the time specified or should the contractor fail to make timely replacement of rejected items when so requested, THE CITY may purchase items/services of comparable quality in the open market to replace the rejected or undelivered items/services. The contractor shall reimburse THE CITY for all costs above the contract price when purchases are made in the open market.

Guarantee of Work

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance in writing, by the City.

If, within any guarantee period, defects are noticed by the City which requires repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the City rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior, or not in accordance with the terms of the contract, then the Contractor shall promptly upon receipt of notice from the City, such notice being given not more than two weeks after the guarantee period expires, and without expense to the City.

- Place in satisfactory condition in every particular all of such guaranteed work and correct all defect therein;
- Make good all damage to the structure or site or equipment or contents thereof, which is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contracts;
- Make good any work or materials or the equipment and contents of structures or the site disturbed in fulfilling any such guarantee.
- In any case, where in fulfilling the requirements of the

- Contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the City and guarantee such restored work to the same extent as it was guaranteed under such other contract.

Final Inspection

At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

Personnel

- a. Except as otherwise provided, all personnel employed by the Contractor will be employees of the Contractor. The Contractor shall be responsible for paying these employees and shall pay all Social Security, Workmen's Compensation, insurance requirements, and other taxes incident to the work of said employees.
- b. All trades employed by the Contractor shall have appropriate certifications required by state and federal law.
- c. The Contractor shall insure that all work under this agreement is continually supervised by Contractor employed supervisory personnel who are fluent in conversational English language speech and comprehension.

Additional Miscellaneous Services/Requirements

- a. Inclement Weather/Emergency Shutdown: The City and/or the Contractor may close down a work site in an emergency situation or during inclement weather. The Contractor will notify the City immediately of closing due to inclement weather, mechanical failure, or other conditions outside the Contractor's control.
- b. Contact Person: The successful Contractor will be required to provide one contact person to represent his/her company, as well as phone numbers, etc. of the manager and at least one assistant. Contact person(s) and telephone and/or cell phone numbers, and email addresses must be provided on the attached BID FORM.

Emergency Requests

In the event of an emergency (hurricane, tornado, or other catastrophic event), the Contractor shall be readily available to assist the City by providing services described herein on very short notice. The contractor shall provide a 24-hour emergency contact name and number should services be required.

In the event that emergency repair is required, and the Contractor is unable to perform the service in the time required, the City reserves the right to obtain services from other contractors.

QUALIFICATIONS

1. Bidders shall be Licensed Contractors and have a known reputation for completing work in a timely and professional manner as evidenced by valid license(s), permits, references and etc.
2. A Class "C" license is required when the total value referred to in a single contract or project is no more than \$7,500.00. A Class "B" license is required when the total value referred to in a single contract is \$7,500.00 or more, but less than \$120,000.00. A Class "A" license is required when the total value referred to in a single contract or project is \$120,000 or more (and will not be a requirement for this bid).
3. Bidders shall have as part of their organization, workman of trades for which they are bidding, or have arranged for them via subcontracts that meets the approval of the City, to be accessible as required on different projects. The required trades, and minimum qualification standards, which must be available under this contract and hourly rates for these required trades are outlined below.

SCOPE OF SERVICES

GENERAL CONTRACTOR SERVICES

The Contractor shall provide all general construction services to complete a project including standard structural trades like carpentry, concrete finishing, drywall, roofing, plastering, masonry, flooring, and mechanical trades. The contractor will be responsible for the coordination of all trades to complete the project within the agreed timeframe.

Examples of duties in this class:

- Minor renovation work including structural, mechanical and electrical work to perform small renovation projects in recreation centers, administrative offices, and lab facilities.
- Concrete work for sidewalks, retaining walls, foundations, etc.

Qualification Standards:

Thorough knowledge of the various construction trades and demonstrated ability to coordinate efforts of staff either provided by general contractor and/or subcontractors. Ability to keep a project on schedule and ensure timely completion of work involving multiple trades.

Roofing Services

The Contractor shall provide all general roofing services including, but not limited to, the following:

- Perform roofing installations/renovations and maintenance/repair of shingle, single ply and multiple ply built up roofs, valleys, drain bowls, parapet walls, flashing, guttering and down spouts.
- Locate source of roofing system leaks and recommended materials to use to repair the leaks.
- Remove and install composite shingle roofing.
- Perform repairs on standing seam metal roofs.
- Apply roofing repair materials in accordance with manufacturer's recommendation.

Examples of duties in this Class:

- Troubleshoot and locate source of a roof leak.
- Select proper new roofing material to be compatible with existing roofing system material.
- Prepare roof surfaces for patching by following the manufactures recommendations.
- Install new roof; tie in to old roof properly.
- Check roof patch for water tightness.
- Report and document results.

Qualification Standards:

Demonstrated/detailed knowledge of the practices and procedures of the roofing trade; general knowledge of the qualities, adaptability and uses of various roofing materials, practices and techniques; general knowledge of the roofing section of pertinent building codes; ability to skillfully use roofing tools; ability to effectively and accurately work from blueprints, sketches, written and /or oral instructions.

Carpentry Services

The Contractor shall provide all general carpenter services including, but not limited to, the following:

Perform as a journeyman Carpenter with responsibility for the complete project from start to finish. Supervise one or more Carpenter helpers, if required, for any particular project. Receive general instructions and pertinent information as to details of work from authorized CITY personnel.

Examples of Duties in this Class:

- Repair and replace walls, siding, window frames, sashes, etc.
- Repair and replace studs, joints and corner posts in the framework of buildings and structures. Install necessary bracing to support worn or damaged members.
- Modify existing, construct new, or relocate existing room partitions.
- Layout and install interior and exterior trim and finish work such as: installation of door frames, baseboards, base mold, toe mold, wainscoting, chair rail, cornices and cutting and installation of ceiling beams.
- Perform overall carpentry maintenance, renovations and repairs.

Qualification Standards:

Excellent knowledge of the practices and procedures of the Carpentry trade; general knowledge of the qualities, adaptability, and use of wood and various hardware; ability to use the tools and equipment of the trade; ability to work from blueprints, sketches, working drawings and oral instructions. Contractor must possess knowledge of local, state, and federal building codes and regulations including ADA requirement for all building types.

Plastering Services

The Contractor shall provide all general plastering services including, but not limited to the following:

Perform journeyman level plastering with responsibility for determining own work methods to be used in accomplishing assignments. Positions in this class involve performing all types of plastering jobs independently, except such tasks as running decorative cornices, moldings, and setting ornamental castings.

Examples of Duties in this Class:

- Mix and supervise the mixing of all types of plaster, stucco and other materials.
- Apply scratch coat, second coat and finish coats of plaster to walls and ceilings.
- Patch damaged plaster surfaces, and on occasion performs such tasks as applying acoustical plaster, and plastering curved surfaces.
- Supervise and assist in the removal of old plaster.

Qualification Standards:

Demonstrated/detailed knowledge of the standard methods, materials and procedures of the plastering trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints.

Masonry Services

The Contractor shall provide all general masonry services including, but not limited to, the following:

Perform journeyman level bricklaying and block laying with responsibility for determining work methods to be used in accomplishing assignments. Positions in this class involve performing all types of brick layout and block laying projects.

Examples of Duties in this Class:

- Perform general masonry work such as replacing, repairing, and pointing up. Construction of brick walls and chimneys by laying-out and performing finished brick work.
- Mix and supervise the mixing of all types of mortar and cement.
- Wash masonry veneers after construction.

Qualification Standards:

Demonstrated/detailed knowledge of the standard practices, materials and procedures of the masonry trade; ability to use the tools and materials of the trade; ability to work from sketches and blueprints.

Concrete Finishing Services

The Contractor shall provide all general concrete finishing services including, but not limited to, the following:

Perform journeyman level concrete finishing with responsibility for determining work methods to be used in accomplishing assignments. Position in this class involves performing all types of concrete finishing jobs.

Examples of Duties in this Class:

- Construct concrete porches, floors, sidewalks and columns by building forms, mixing mortar, setting reinforcement wires in place, pouring and finishing cement.
- Finish work with float, trowel or power trowel.

Qualification Standards:

Excellent knowledge of the standard practices, materials and procedures of the concrete trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints.

Drywall Services

The Contractor shall provide all general drywall services including, but not limited to, the following:

Perform journeyman level drywall installation with responsibility for work methods to be used in accomplishing assignments. Position in this class involves performing all types of drywall hanging and finishing jobs.

Examples of Duties in this Class:

- Hang sheetrock of various sizes.
- Finish drywall.
- Hang plasterboard.

Qualification Standards:

Demonstrated/detailed knowledge of the standard methods, materials and procedures of the drywall trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints.

Flooring Services

The Contractor shall provide all general flooring services including, but not limited to, the following:

Perform as a journeyman in flooring with responsibility for the complete project from start to finish. Supervise one or more flooring helpers, if requested, for any particular project. Receive general instructions and pertinent information as to details of work from authorized CITY personnel.

Examples of Duties in this Class

- Perform as a journeyman level skills installing flooring in building.
- Responsible for installing flooring according to blueprints and other instructions.
- Strategically position flooring to fit necessary areas.
- Perform related duties as required.

Qualification Standards:

Demonstrated/detailed knowledge of the practices and procedures of the trade; general knowledge of the qualities, adaptability, ability to use the tools and equipment of the trade; ability to work from blueprints, sketches, working drawings and oral instructions.

Other Services

Any plumbing or electrical work will be minor and part of the overall job. Work will be journeyman level work. Work will not require Master Electrician or Master Plumber licenses.

Bid Evaluation and Award

If awarded, the bid shall be awarded to the lowest responsive and responsible bidder. In determining the lowest bidder, the following factors shall be considered:

- Price: as outlined on the BID FORM
- Ability, capability, and skill of the bidder to perform the contract within the time frame(s) specified.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The financial resources and ability of the bidder to perform the contract.

CONDITIONS AND INSTRUCTIONS

Rev: 1/26/2016

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. **Submittals:** All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all required pages may result in a determination that the submittal is non-responsive. The bid may not be changed by markings on the envelope. Only the amounts indicated on the BID form will be considered in determining the final Bid amount.
3. **Late Bids:** Bids and amendments thereto, if received by Purchasing after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. **City Hall Closure:** If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.
5. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
6. **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.
7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's

letterhead either in person, electronically, or by certified mail.

8. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website: <http://apps.suffolkva.us/bids/>. 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. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
9. **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.
10. **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 Bid Amount.' In case of error in the extension of prices, the unit price shall govern.
11. **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.
12. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: <http://apps.suffolkva.us/bids/>.
13. **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.
14. **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).
15. **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.

16. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
17. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
18. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
19. **Brand Names:** The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision "or approved equal". If qualified by the provision "or equal" the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City's sole judgment if a substitute product offered is an approved equal and acceptable.
20. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
21. **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.
22. **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.
23. **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.
24. **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.

25. **Indemnification:** Offeror shall defend and indemnify the City, and the City's employees, agents, and volunteers, 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 Offeror, 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 Offeror. This indemnification 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 Offeror or any of the Offeror's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of the Offeror. Unless otherwise provided by law, the Offeror 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 workers' 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.
26. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
27. **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.
28. **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.
29. **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 _____.”

30. **Payment Terms:** Payment terms shall be ‘Net 45’days, from the date of Contractor invoice approval by the City.

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_____

31. **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.
32. **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.
33. **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.
34. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
35. **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.
36. **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.

37. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
38. **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.
39. **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.

40. **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.

41. **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.
42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by Purchasing, the contract documents shall control.

48. **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.

49. **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.
50. **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.
51. **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.
52. **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.
53. **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.

54. **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.
55. **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.

56. **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.
57. **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 or email comrev@suffolkva.us .
58. **Contractor's Form:** In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
59. **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
60. **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.

61. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City, except as clearly noted.
62. **Competition Intended:** It is the City's intent that the Invitation for Bid (IFB) 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.
63. **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.
64. **Ethics in Procurement:** Bidders, offers, contractors or consultants must provide written disclosure with their bid or proposal if one of your officers, directors, trustees, partners, employees, or lenders is an employee or officer of the City of Suffolk or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Public Procurement Act) who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the bidder, offeror, contractor or consultant.

BID FORM

TO: City of Suffolk, VA
Purchasing Division
442 W. Washington Street
Suffolk, VA 23434

BID: General Services Contractor

DUE: May 24, 2017
TIME: 3:00 p.m., Local

_____ **(Company)** quotes firm price, exclusive of all taxes, to furnish and deliver, F.O.B. destination general contracting services for the City of Suffolk in accordance with all specifications, terms, and conditions herein.

The labor rates specified by the bidder shall include profit and all such direct and indirect overhead costs, transportation, general supplies, tools, and administrative cost, etc.

All work will be journeyman level work. Bid rates accordingly.

Bids with hourly rates below minimum wage will not be accepted.

General Laborer	\$ _____/hour
Skilled Laborer	\$ _____/hour
Carpenter	\$ _____/hour
Electrician	\$ _____/hour
Plumber	\$ _____/hour
Supervisor/Foreman	\$ _____/hour

Any bidder who enters \$0 on a pricing line or leaves it blank shall be considered non-responsive

If EQUIPMENT is leased it shall be at a constant hourly rate, regardless of time of usage. Equipment rate includes operator.

Truck	\$ _____ per Hour
Power Lift	\$ _____ per Hour
Extension Scaffolding	\$ _____ per Hour
(Other) _____	\$ _____ per Hour

List Equipment that will be available for City Projects:

1. _____
2. _____
3. _____
4. _____
5. _____

During an **emergency situation**, the Contractor agrees to be available to perform services described herein on short notice, if needed. **YES / NO** (Circle one)

Contact/Project Manager name: _____ Phone No. _____

Email address: _____ Cell No. _____

Emergency contact name: _____ Phone No. _____

Email address: _____ Cell No. _____

REFERENCES

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

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

2)	_____	_____	_____	_____

3)	_____	_____	_____	_____

Payment Terms/Discounts _____ (Suffolk's 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 has included the following with his BID FORM (please check):

- _____ "Anti-collusion/Nondiscrimination/Drug Free Workplace" clause
- _____ Proof of Authority to Transact Business in Virginia form
- _____ Bidder has acknowledged and complied with item #64 Ethics in Procurement, under the Conditions & Instructions Section.

Bidder has examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Company Name _____

Address _____

Person Quoting _____

Title _____

Telephone No.: _____

Fax: _____

Email Address: _____

Cell Phone #: _____

Social Security Number or FIN Number _____

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 _____

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. 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.
 - C. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

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

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXCEPTION PAGE

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

- () Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Date: _____

- () Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this bid):

Firm: _____

Date: _____

Exceptions: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

INSURANCE REQUIREMENTS

The successful bidder shall procure, maintain, and provide proof of, insurance coverage 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.

Minimum Limits

\$2,000,000 General Aggregate Limit
\$2,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

b. Automobile Liability

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

Minimum Limits

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

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.
Employers Liability, \$100,000/\$500,000/\$100,000

d. Umbrella/Excess Liability

\$2,000,000 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. 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.
 7. 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.
 8. 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.
 9. 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.
- f. Notice of Cancellation and/or Restriction

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