



## INVITATION FOR BID

City of Suffolk  
IFB#21025-AG  
November 12, 2020

Purchasing Division  
442 W. Washington Street, Room 1086  
Suffolk, VA 23434  
Phone: (757) 514-7520 Fax: (757) 514-7524  
[http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp)

### Contractor Applied Pavement Markings

**SCOPE OF WORK:** The intent of this Invitation for Bid (IFB) is to enter into an agreement with two (2) contractors to furnish all materials, labor, equipment, and supplies, to include project supervisor and qualified operators needed to apply pavement markings and markers on an as needed basis. Contracts will be awarded to a "primary" contractor and "secondary" contractor (backup).

**Bid Due: 3:00 p.m., December 17, 2020**

**Contract Officer:**           *Amy Gardner*            
Amy Gardner, CPPB, Senior Buyer, [agardner@suffolkva.us](mailto:agardner@suffolkva.us)

*The Senior 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](mailto: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.*

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.

### **BID DELIVERY**

Due to restrictions surrounding the COVID-19 pandemic, public access to City facilities is currently prohibited. The mailing of bids is preferred, but if a Bid is hand delivered, it must be received by Purchasing Division staff on **December 17, 2020**, at the Suffolk City Hall **rear** entrance between the hours of 2:00 p.m. and 3:00 p.m. **ONLY**. ALL BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 3:00 p.m. The rear entrance is on Market Street, next to the Market Street parking lot. The entrance door is adjacent to the flag poles. Bids will not be accepted at any other building access location.

**ALL HAND DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 3:00 P.M.**

### **BID OPENING**

Bids shall be publicly opened and read aloud by Purchasing Division staff in City Council Chambers in City Hall at 3:00 p.m. (local prevailing time) on the day bids are due.

Bidders will be required to follow current COVID-19 guidelines to attend the bid opening. Please be aware COVID guidelines regarding in-person gatherings are subject to change and bidders should check the City's Purchasing website for the latest updates.

### **SUBMITTALS**

**Bidder shall submit the entire IFB as their bid package.**

# INVITATION FOR BID

## Contractor Applied Pavement Markings

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## **PURPOSE**

The intent of this Invitation for Bid (IFB) is to enter into an agreement with two (2) vendors to furnish all materials, labor, equipment, and supplies, to include project supervisors and qualified operators, needed to apply pavement markings and markers on an “as needed basis” as specified by the City Traffic Engineer, or his designee. All work shall be in accordance with all specifications, terms, and conditions herein.

The work will be assigned to the Primary Contractor (the lowest responsive and responsible bidder for this IFB). In the event that the Primary Contractor cannot perform the work in the time allotted, the City reserves the right to offer the job to the Secondary Contractor (the second lowest responsive and responsible bidder for this IFB) as determined by the Total Bid Amount on the submitted BID FORM.

## **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 January 1, 2021 through December 31, 2021.

The City reserves the option to renew this agreement for two (2) additional one-year periods ending December 31, 2023. 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.**

## **SCOPE OF WORK**

### **A. Project Specifications**

The Contractor(s) shall provide all labor, transportation, equipment, materials, personnel, and supervision required to provide contractor applied pavement markings for the City’s Department of Public Works Road Maintenance Division.

The City will provide the contractor with a list of roadways to be paved. It shall be the contractor’s responsibility to restore marking(s) on said roadways the way they were prior to paving, unless otherwise instructed by a representative of the City Traffic Engineer’s Office. It is the contractor’s responsibility to obtain any photography needed to comply with this requirement.

For the duration of this contract, one week prior to execution of any work assignment(s), the Contractor shall submit a plan of operation, including traffic control, to the Traffic Engineer or his designee for review.

The Contractor shall provide necessary traffic control devices, such as traffic cones, sign and stands in accordance with the latest edition of the Virginia Work Area Protection Manual (VWAPM). Additional signage may be supplied and included as deemed appropriate by the City.

No flagging operations will be permitted without proper signing. All flaggers must be Virginia Department of Transportation (VDOT) certified. The successful bidder will be required to provide VDOT verification of Completion of Work Zone Traffic Control Training at the intermediate level for supervisors and crew leaders and basic level for crew members.

Pavement markings shall be applied evenly with a uniform application, present a uniform appearance, exhibit good workmanship and be clearly visible at all times. All pavement markings shall be 90 mils thick with a tolerance of +/-5 mil. The lines shall lie flat with equal thickness across the width of the line. Beads shall be applied to the surface of the liquid markings by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously on and in the just-applied marking.

The Contractor shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles and other foreign matter immediately before installing pavement marking. The pavement surface shall be dry at the time of installation. Marking material shall not be applied within twenty-four (24) hours of rain or other inclement weather unless authorized by the Traffic Engineer. Pavement surface temperature shall not be less than 50 degrees F at the time of paint application.

It is the sole responsibility of the Contractor to ensure that traffic markings are applied according to the manufacturer's recommendations and VDOT requirements. It is the responsibility of the Contractor to correct any problems encountered at the Contractor's expenses as determined by the Traffic Engineer. Any required eradication of pavement markings for re-striping shall be in accordance with Section 512 of the current VDOT Road and Bridge Specifications.

Traffic markings shall be applied in such a manner as to prevent splattering and overspray. The freshly applied traffic marking shall be protected from vehicle traffic by guard or warning devices until the surface is assured of being track free. If any traffic marking line is tracked or if splattering occurs, the designated area(s) shall be removed and new markings applied at the Contractor's expense and to the satisfaction of the City.

All work shall be done in a first-class workman like manner acceptable to the City in all respects.

B. Contractor's Responsibilities

a. Painting Crew, at a minimum, shall consist of:

- One certified pavement technician (Must be VDOT certified)
  - One vehicle driver
  - One pavement line marking machine and operator
  - One service vehicle (truck or van) with operator
- b. Vehicles shall be supplied with standard equipment, tools and supplies as needed for routine work encountered in pavement marking operations.
  - c. Fuel (Fuel surcharges will not be allowed.)
  - d. VDOT approved white and/or yellow traffic marking with signed certification
  - e. Glass beads as approved by VDOT
  - f. Plan of operations, including traffic control
  - g. Coordination of work with Traffic Engineer or designee
  - h. Traffic control in accordance with the Virginia Work Zone Protection Manual, latest edition
  - i. Portable signs in accordance with 6F-1 of the Virginia Work Area Protection Manual (VWAPM).
  - j. All personnel supplied shall have required licenses and/or certifications required by law and/or VDOT
  - k. A Daily Work Log, as approved by the City of Suffolk
  - l. A detailed invoice showing job number/location, measurement and description of work performed

Contractor is to furnish labor, equipment, supervision and materials necessary to perform the Scope of Work described above, which must comply with existing codes and standards.

The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act (OSHA) of 1970 as it may apply to this contractor. The Contractor and all subcontractors will be responsible for ensuring appropriate safety equipment is provided and used by employees while performing work for the City. All work/job areas are to be maintained clean and free from safety hazards.

No portion of the contract shall be subcontracted or otherwise performed by a party, which is not the Contractors, except with prior consent of the City of Suffolk Traffic Engineering Division.

The Contractor assumes full responsibility for and shall hold the City harmless for and loss of or damage to personnel property resulting in whole or part from negligent acts or omissions of the Contractor or subcontractor.

The Contractor will guarantee and warrant all materials furnished and all services performed under this contract to be from defects in materials and workmanship for a period of ninety (90) days.

C. Vehicle Requirements

All Contractor vehicles shall have a current inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable Division of Motor Vehicles (DMV) and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on City right of way. The Contractor shall be responsible for securing all equipment and materials on their vehicles when in transit to and returning from a work assignment.

D. Contractor's Qualifications

Contractor agrees that competent, experienced and qualified staff will perform all work specified in this solicitation. Contractor must have and maintain suitable modern equipment necessary for the satisfactory execution of the work. The Contractor must demonstrate to the satisfaction of the City that they have the capability to perform the services required under this solicitation.

E. Supervision of Work

Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using the best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of the subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

F. Work Schedule

Unless approved by the Traffic Engineer, the normal hours of allowable operation shall be from sunrise to sunset Monday through Saturday only (except as noted for emergencies and holidays) during the period of the contract.

The City will have the authority to suspend work, fully or in part, due to the failure of the Contractor to correct conditions unsafe for the workers or to the general public, due to failure to carry our orders or for any other circumstances deemed to be in the public's interest as determined by the City. Measures to correct deficiencies shall be taken by the Contractor within forty-eight (48) hours after notification.

Under normal circumstances, the Contractor shall be required to schedule and apply markings within fifteen (15) days of notice of request. In the event a high

traffic roadway determined as a major collector or higher classification needs to be marked, the area must be marked within twenty-four (24) hours of paving; this will be considered a "high priority job" and require immediate response.

The City shall supply the Contractor with a copy of its annual work plan for asphalt overlays or a copy of the capital project construction schedule in order for the fifteen (15) day notice to be met on new or overlay asphalt work. No work shall be left incomplete for more than five (5) days unless due to inclement weather.

G. Work Measurement

The bid price for the Pavement Marking Service shall be an all-inclusive rate measured in linear feet per type of line or each as applicable and will be paid for at the contract price per linear foot. This price shall include the pavement marking material, surface preparation, daily log, guarding devices, glass beads and all maintenance of traffic. No charge will be allowed for downtime, servicing of the equipment, lost time for inclement weather, remedial work to correct problems or the inability of the Contractor to provide competent or approved personnel.

H. Prosecution of the Work

During the prosecution of work, the City's representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as may be deemed necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition reason deemed to be in the public interest.

I. Work Site Damages

Any damage which includes, but is not limited to existing utilities, equipment, finished surfaces or other claims resulting from the performance of the contract shall be repaired to the City's satisfaction at the Contractor's expense. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.

The Contractor shall protect the public from damage attributable to pavement marking operations. Any damage caused by the Contractor's operations, which includes paint claims submitted by motorists, shall be remedied at the Contractor's expense and to the satisfaction of the City.

J. Final Inspection

At the conclusion of the work, the Contractor shall demonstrate to the authorized owners' 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.



K. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clean title to all materials and supplies for which he invoices for payment.

L. Certification

Qualified parties shall have a VDOT certified Pavement Marking Technician present at all times during painting operations. Interested parties may challenge the Pavement Marking Certification test by paying the classroom fee and being tested. In the event of a failing grade, the applicant is barred from re-testing pending the completion of the Certification School. The successful bidder will be required to provide copies of valid VDOT Pavement Marking Certificate(s) of the crew member(s) assigned to this contract.

M. Pavement Marking Standards

All work, materials, application, etc. shall be in accordance with the City of Suffolk standards shown in **Attachment A**.

## **PRODUCT SPECIFICATIONS**

A. General

Materials shall be in conformance with Virginia Department of Transportation Road and Bridge Specifications, Section 704, except that only Type B, Class 1, Alkyd Binder and Type A paint for temporary markings shall be allowed. All requirements of the above noted specification must be adhered to and required information supplied as stipulated.

All thermo and glass beads shall be selected from the Virginia Department Transportation pre-approved list specifying manufacture and item number.

The contractor shall use an approved inventory tracking system for all materials received from the vendor. Shipment of materials from said inventory shall be accompanied by the required certification along with the manufacturer's certification for all materials prior to use. All materials shall be stored in accordance with the manufacturer's recommendations.

Materials shipped under this certification must have been tested and approved by VDOT as indicated by laboratory test numbers.

A copy of the certified delivery ticket shall be given to the Project Inspector upon delivery of the thermo and glass beads.

B. Pavement Line Markings and Pavement Markers

Permanent pavement line markings (Items 1 through 4) shall be Type B, Class 1, Alkyd with size and description as indicated on the BID FORM.

Pavement markers shall be in conformance with Section 235 of VDOT Road and Bridge Specifications, latest edition.

C. Non-Preheated Pre-Formed Thermoplastic Pavement Marking Materials

Specifications below cover non-heated preformed thermoplastic materials for use in retro-reflective pavement markings. Only pre-formed thermoplastic pavement marking materials complying with these specifications will be acceptable for Items 13 through 21 on the BID FORM.

1. Material shall be a preformed, beaded reflectorized thermoplastic pavement marking material that is applied to the road surface using a heat source such as a propane torch. Upon cooling to normal pavement temperature, it shall produce a reflectorized stripe of specified thickness and width capable of resisting deformation by traffic.
2. Material shall be suitable for use on asphalt concrete surfaces and shall be capable of being applied to previously applied marking material of the same composition under normal conditions of use. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the heat source. Material installation shall not require preheating of the roadway surface except for the removal of moisture when necessary.
3. Material shall not exude fumes that are toxic or injurious to persons or property when heated to the application temperature.
4. Material shall withstand air and roadway temperature variations from 0°F to 140°F without deforming, bleeding, staining, or discoloring and shall maintain their original dimensions and placement without chipping, spalling, or cracking. Material shall not deteriorate because of contact with sodium chloride, calcium chloride, mild alkalis and acids, or other ice control materials; oil in the pavement material, or oil and gasoline drippings from vehicles.
5. Material, except for reversible arrows and the rumble bar base, shall have factory applied coated surface and intermixed beads such that the initial retro-reflectivity of newly applied markings shall meet the requirements of ASTM D 6359. Reversible arrows and rumble bar base shall have intermixed beads only. Surface beads for reversible arrows will be provided and installed by the end user.
6. Initial skid resistance value shall be at least 45 BPN when tested in accordance with ASTM E 303.
7. Maintained retro-reflectivity and durability shall conform to the following requirements after being installed on the test deck for one (1) year:
  - a. Maintained Retro-reflectivity: Photometric quantity to be measured is coefficient of retro-reflected luminance ( $R_L$ ) in accordance with

the requirements of ASTM E 1710.  $R_L$  shall be expressed in millicandelas per square foot per foot-candle and shall be at least 100 when measured in the skip line or centerline areas.

- b. Durability: Material shall have a durability rating of at least 4 when determined in the wheel path area.
- 8. Retained daytime color of markings shall conform to the requirements of ASTM D 6628 when measured on a beaded marking after a period of one year.
- 9. Initial nighttime color of preformed thermoplastic pavement marking material shall conform to the following CIE chromaticity coordinate requirements when tested in accordance with VTM 111.

CIE CHROMATICITY COORDINATE LIMITS (INITIAL WITH DROP-ON BEADS)								
	1		2		3		4	
Color	X	Y	X	Y	X	Y	X	Y
Yellow	0.486	0.439	0.520	0.480	0.560	0.440	0.498	0.426

- 10. Material shall not be formulated with any compounds of the heavy materials listed in 40 CFR 261.24 Table 1 except that barium sulfate is allowed. Total heavy metal levels, with the exception of barium sulfate, shall not exceed twenty (20) times the specified regulatory limits.
- 11. Amount and type of yellow pigment and inert filler for yellow material shall be at the option of the manufacturer provided the material complies with all other requirements on this specification.
- 12. Legends (word and symbol markings) shall conform to the *Federal Manual on Uniform Traffic Control Devices*, latest edition.
- 13. The City of Suffolk will only accept bids from Bidders who can provide preformed thermoplastic listed on the below “Qualified Products List” (QPL) which was established by testing under the “American Association of State Highway and Transportation Officials” (AASHTO), National Transportation Product Evaluation Program (NTPEP). Preformed thermoplastic having a thickness of 0.090” is not indicated on the QPL; however, they shall be the same product as that listed on the QPL but at the reduced thickness. Preformed thermoplastic for rumble bars (base and bar) are not indicated on the QPL; however, they shall be supplied from the same manufacturer.
- 14. Qualified Products List:
  - a. White Premark PMM (05)-PA-042
  - b. Yellow Premark PMM (02)-PA-065

Materials on this list are for 0.125” thickness preformed thermoplastic that have been determined to conform to contract requirements.

### Other Information

A list of the bidder's equipment must be provided on **Attachment B**.

Bidder's product may be subject to moisture testing. See **Attachment C**.

Bidder's product may subject to visual inspections. See **Attachment D**.

### Bid Evaluation and Award

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

- 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.

## ADDITIONAL INSTRUCTIONS

Rev: 06/06/19

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 conflict, the bid may be considered non-responsive. The City's published specifications for this IFB shall supersede any additional writings submitted with the bid. Such 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 pages may result in a determination that the submittal is non-responsive.
3. **Late Bids:** Bids and amendments thereto, if received by the City's Purchasing Division ("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. **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 Contract Officer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the IFB to a single source. Such notifications must be received by the Contract Officer five (5) days prior to the date set for the bids to close.
6. **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 bidder of his obligation to fill all orders placed by the City, except as clearly noted.
7. **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.
8. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
9. **Bidder Qualifications:** Only bids from established Bidders 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.
- Bidder does not meet project-specific requirements, as identified in the Contract Documents

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **Ethics in Procurement:** Bidders, Offerors, Contractors or Consultants must provide written disclosure with their bid or proposal if one of its officers, directors, trustees, partners, employees or lenders is an employee or an immediate family member (as defined by §2.2-4368 of the Virginia Public Procurement Act) of the City who is involved personally or substantially participates in this procurement transaction or owns or controls an interest of more than three percent (3%) of the company or received more than \$5,000 annually from the Bidder, Offeror, Contractor, or Consultant.
19. **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 contact Purchasing 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. Failure to acknowledge all addenda will result in bid being non-responsive.
20. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids for 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.
21. **Award:** Award will be made to the lowest responsive and responsible bidder based on the Total Bid price. 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.
22. **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/>
23. **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.

24. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
25. **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.
26. **Appeals Procedure:** Upon bidder's 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 Contract Officer at once for assistance.
27. **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.
28. **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.
29. **Precedence of Documents:** In interpreting this Invitation for Bid (IFB) and resolving any ambiguities between the main body of the IFB (Sections A, B and C) and any supplemental documents or appendixes, Sections A, B, and C shall take precedence over any supplemental documents.
30. **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.
31. **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.
32. **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 bidder(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 bidder's responsibility to notify the jurisdictions of the availability of contract(s).
33. **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.

34. **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.
35. **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 approved 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.
36. **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.
37. **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 2.2.4343.1(E)).

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

1. During the performance of this contract, the bidder 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.

## CONTRACT TERMS AND CONDITIONS

1. **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.
2. **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.
3. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
4. **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 Contract. Compensation for changes or additions in the Scope of this Contract 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 Contract shall be made only by the full execution of the City's standard Contract 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 Contract 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.

5. **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 agreement, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
6. **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.
7. **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.
8. **Contractual Disputes:** Bidder, Offeror, Contractor or Consultant agree all contractual disputes will be conducted in accordance with provision §2.2-4363 of the Virginia Public Procurement Act.

9. **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.
10. **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.
11. **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.

12. **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.
13. **Exemption from Taxes:** The City is exempt from state sales tax and federal excise tax. A tax exempt certificate indicating the City's tax exempt status will be furnished by the City upon request.
14. **Governing Law:** This Contract 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 Contract, 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.

15. **Indemnification:** Contractor 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 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 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, consultants, sub-consultants, 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 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.
16. **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.
17. **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 \_\_\_

18. **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.

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 contractor shall complete whichever of the following notations is appropriate:

“Licensed Class A Virginia Contractor Number \_\_\_\_\_.”

“Licensed Class B Virginia Contractor Number \_\_\_\_\_.”

“Licensed Class C Virginia Contractor Number \_\_\_\_\_.”

20. **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, (757) 514-4260 or email [comrev@suffolkva.us](mailto:comrev@suffolkva.us)

21. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either:

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

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

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provision may not be construed to be an obligation to the City.

22. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under the 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 the 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.
23. **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, acceptance of, or 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.
24. **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.
25. **Safety:** All Contractors and sub-contractors performing services for the City are required to 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 sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to persons or property within and around the work site area under this contract.

26. **Scheduling and Delays:** The parties to this Contract 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.

27. **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.

28. **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.

29. **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 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.

30. **COVID-19 Procedures:** All Contractors and sub-contractors performing services for the City are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health



(VDH) and Center for Disease Control (CDC) and all other City and State rules and regulations. Contractor's employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Contractor shall report if an employee who is positive for COVID-19 has been at the worksite to the Department in which they are working for immediately. Contractor shall keep confidential the identity of the known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

# BID FORM

**TO:** City of Suffolk, VA  
 Purchasing Division  
 442 W. Washington St., Room 1086  
 Suffolk, VA 23434

**BID:** Contractor Applied Pavement  
 Markings  
**DUE:** December 17, 2020  
**TIME:** 3:00 p.m., Local

\_\_\_\_\_ Bidder quotes firm unit price(s) below, exclusive of all taxes, to furnish all labor, materials, equipment, transportation, supervision, licenses and fees related to the application of pavement markings to be performed on an as needed basis for the City of Suffolk Public Work Traffic Engineering Division at various locations within the City of Suffolk. Work shall be in accordance with all specifications, terms, and conditions herein.

<b>PRICING SHEET</b>					
Item	Annual Qty	Unit	Description	Unit Price	Amount
1.	80,000	LF	Pavement Line Marking Type B, Class 1, Alkyd 4"	\$ _____	\$ _____
2.	15,000	LF	Pavement Line Marking Type B, Class 1, Alkyd 6"	\$ _____	\$ _____
3.	5,000	LF	Pavement Line Marking Type B, Class 1, Alkyd 8"	\$ _____	\$ _____
4.	5,000	LF	Pavement Line Marking Type B, Class 1, Alkyd 24"	\$ _____	\$ _____
5.	80,000	LF	Pavement Line Marking Type A, Temporary Paint, 4"	\$ _____	\$ _____
6.	15,000	LF	Pavement Line Marking Type A, Temporary Paint, 6"	\$ _____	\$ _____
7.	5,000	LF	Pavement Line Marking Type A, Temporary Paint, 24"	\$ _____	\$ _____
8.	25	EA	Pavement Symbol, Shark Teeth (24" x 36")	\$ _____	\$ _____
9.	100	EA	Pavement Marker (Snow-plowable, 1 Way, Asphalt pavement)	\$ _____	\$ _____
10.	100	EA	Pavement marker (Snow-plowable, 1 Way, Concrete Pavement)	\$ _____	\$ _____

11.	500	EA	Pavement Marker (Snow-plowable, 2 Way, Asphalt Pavement)	\$ _____	\$ _____
12.	100	EA	Pavement Marker (Snow-plowable, 2 Way, Concrete Pavement)	\$ _____	\$ _____
13.	25	EA	Arrows, single (Thru Left or Thru Right) Type B, Class II, Pre-Formed	\$ _____	\$ _____
14.	10	EA	Arrows, double (Thru Left or Thru Right) Type B, Class II, Pre-Formed	\$ _____	\$ _____
15.	10	EA	Pavement Message Markings (Railroad) Type B, Class II, Pre-formed	\$ _____	\$ _____
16.	10	EA	Pavement Message Markings (School) Type B, Class II, Pre-Formed	\$ _____	\$ _____
17.	10	EA	Pavement Message Markings (Only) Type B, Class II, Pre-Formed	\$ _____	\$ _____
18.	10	EA	Pavement Message Markings (Yield) Type B, Class II, Pre-Formed	\$ _____	\$ _____
19.	10	EA	Pavement Message Markings (Stop) Type B, Class II, Pre-Formed	\$ _____	\$ _____
20.	10	EA	Pavement Message Markings (Ahead) Type B, Class II, Pre-Formed	\$ _____	\$ _____
21.	10	EA	Pavement Symbol (Bicycle Designated Lane) Type B, Class II, Pre-Formed	\$ _____	\$ _____
22.	500	FT	Eradication of Existing Pavement Markings	\$ _____	\$ _____
<b>TOTAL BID AMOUNT</b>				<b>\$ _____</b>	

**WORK SCHEDULE**

Normal work schedule: The Contractor agrees to schedule and apply markings within 15 days of request for work.

*Yes / No (Circle one)*

High priority work schedule: The Contractor agrees to schedule and apply markings within 24 hours of paving.

*Yes / No (Circle one)*

## **REFERENCES**

Indicate below a listing of at least three (3) recent references for whom 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.

	<b><u>Client/Address</u></b>	<b><u>Date</u></b>	<b><u>Contact Person</u></b>	<b><u>Phone No.</u></b>
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

\_\_\_\_\_ **Attachment B-Equipment Listing**

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

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

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.

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

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

**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: \_\_\_\_\_

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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.