



INVITATION FOR BID

City of Suffolk

IFB#21075-AG

April 13, 2021

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

Guardrail Repair & Installation

SCOPE OF WORK: The intent of this Invitation for Bid (IFB) is to enter into an agreement with a qualified contractor to construct guardrails in their entirety or individual components of guardrails or guardrail appurtenances as they become necessary for the Department of Public Works Roads Maintenance Division. Services shall be provided on an as needed basis.

Bid Due: 3:00 p.m., April 29, 2021

Contract Officer: *Amy Gardner*
Amy Gardner, CPPB, Senior Buyer, 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. 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 OPENING

Bids shall be publicly opened and read aloud by Purchasing Division staff in Conference Room #4, 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

Guardrail Repair & Installation

SECTION/TITLE

PURPOSE	- 4 -
COMPETITION INTENDED	- 4 -
CONTRACT PERIOD	- 4 -
SCOPE OF SERVICES.....	- 4 -
ADDITIONAL INSTRUCTIONS.....	- 13 -
CONTRACT TERMS AND CONDITIONS.....	- 19 -
BID FORM	- 26 -
ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES	- 32 -
PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.....	- 33 -
EXCEPTION PAGE	- 34 -
INSURANCE REQUIREMENTS	- 35 -

PURPOSE

The intent of this Invitation for Bid (IFB) is to enter into an agreement with a qualified contractor to construct guardrails in their entirety or individual components of guardrails or guardrail appurtenances as they become necessary for the Department of Public Works Roads Maintenance Division. Services shall be provided on an as needed basis. Work shall be in accordance with all specifications, terms, and conditions herein.

This contract will be used under both emergency and non-emergency conditions with specific performance period requirements. The contractor shall furnish all labor, materials, and equipment necessary to complete the work as described herein.

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 May 1, 2021 through April 30, 2022.

The City reserves the option to renew this agreement for two (2) additional one-year periods ending April 30, 2024. 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 approval of any rate increase. **The City must be notified of any rate increases during the contract period.**

SCOPE OF SERVICES

General Requirements

The Contractor shall be responsible for repair or installation of guardrails located along City-maintained roads, to include all necessary traffic control, on an "as needed" basis once notified by the Department of Public Works. All guardrail materials and guardrail component materials used shall be new. Salvaged or used materials shall not be accepted.

Work shall include, but not be limited to, the following:

- Replacing damaged guardrail "W" and "T" beam in kind.
- Replacing and/or retrofitting damaged or non-existent anchors of varying types as directed.
- Installation of new guardrail.

- Replacement, repair, or upgrading posts, beams, anchors, end treatments, reflectorization, etc. to meet local, state and federal requirements.

All work shall be performed in compliance with Virginia Department of Transportation (VDOT) Work Area Protection Manual dated 2011, or latest edition, and VDOT specifications.

All guardrail components shall meet local, state, and federal approval (NHRCP 350TL-3)

Contractor's personnel should have completed Virginia Department of Transportation (VDOT) Guardrail Installation Training and shall be certified to install guardrail. The successful bidder may be required to offer evidence of this training.

The Contractor shall be responsible for furnishing the necessary equipment to perform the job in a safe and efficient manner. Equipment to be furnished shall include truck with mounted attenuator, electronic flashing arrow, temporary flagger services, and any rented equipment that may be required to perform the work.

The Contractor shall respond to non-emergency work requests within seven (7) days of notification by the City.

The Contractor will be required to respond to requests for emergency repair within forty-eight (48) hours of contact by the City's representative. The City shall determine which jobs are of an emergency nature. If the Contractor is unable to provide emergency service within forty-eight (48) hours of contact, the City reserves the right to contact other sources to accomplish the work; the Contractor may be required to pay the difference in price between the Contractor's bid price and the actual price paid to another vendor.

All work shall be performed in a first class workmanlike manner acceptable to the City in all respects. The City may reject all or any portion of the work which is not in accordance with the approved specifications or is deemed to be unsatisfactory. The City shall withhold payment for all work until all unsatisfactory work has been corrected.

Contact Authority

The extent of the services to be performed by the Contractor shall be subject to the approval of the Director of Public Works or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than the Director of Public Works or his authorized representative acting within their authority for the City.

Disposal of Salvaged Materials

Salvaged guardrail materials, to include guardrail component materials, shall become the property of the City of Suffolk. The Contractor shall deliver, at no additional cost to the City, these materials to the Department of Public Works Operations Center located at 800 Carolina Road, Suffolk, Virginia during normal business hours.

SPECIFICATIONS

The scope of work under this contract shall be to obtain the services of a qualified Contractor to construct guardrails in their entirety or individual components of guardrails or guardrail appurtenances as they become necessary on an as-required basis. This contract will be used under both emergency and non-emergency conditions with specific performance period

requirements. The contractor shall furnish all labor, materials, and equipment necessary to complete the work as described herein. The Contract shall be a firm, fixed-price, indefinite quantity, indefinite delivery Work Order Contract. Delivery or performance shall be specified in individual Work Orders. The total dollar amount of Work and the number of individual Work Orders issued will primarily depend on the City's needs and funds available and secondarily on Contractor performance and customer satisfaction. The City reserves its right to obtain similar work through any other means at its discretion.

Response Time & Liquidated Damages

<u>Type of Response</u>	<u>Response Time</u>	<u>Liquidated Damages</u>
Emergency Response	48 hours	\$400.00 / Hour
Normal Response	as per each Work Order	\$100.00 / Day

It must be completely understood that an item is not an emergency unless declared as an "Emergency" by the Project Manager.

The following governing conditions also apply:

- (a) The lead time for normal response may be increased or decreased by the Project Manager when project material requires additional procurement time or when material is provided by the City.
- (b) Additional performance time may be authorized by the Project Manager due to unforeseen events or acts of nature.
- (c) For emergency tasks, there shall be no lead time and the Contractor shall work continuously to the completion of work.
- (d) Contractor shall be compensated for declared emergency services at a reasonable rate as predetermined by the unit price pay item for emergency response and quick response.

Emergency response is an essential element of ensuring the safety of the traveling public. The Contractor shall respond to requested work within the time frame shown in Table 1 upon notification from the Project Manager or City Representative. The main objective shall be to safeguard the traveling public and perform necessary work to ensure this. The notification shall be either in writing, fax, telephone conversation or by email. The Contractor shall furnish emergency contact person and phone numbers prior to commencing the contract. Measurement and payment shall be measured and paid for in units of EACH (EA) and shall include mobilization, travel time, necessary equipment, and labor cost for each occurrence to respond on site. Once problem/conflict evaluation has been determined and the occurrence has been safeguarded for the general public, all necessary work items shall be identified. Contractor shall be duly compensated for those appropriate pay items identified in addition to the emergency response pay item.

Normal response is an essential element of ensuring the safety of the traveling public. The Contractor shall respond to requested work within the time frame shown in Table 1 upon notification from the Project Manager or City Representative. (a) Measurement and Payment shall be measured and paid for in units of EACH (EA) and shall include mobilization, travel time, necessary equipment, and labor cost for each occurrence to respond to request. Contractor shall be dually compensated for those appropriate pay items identified in addition to the normal

response pay item for the request task.

The Contractor shall be assessed liquidated damages in the amount indicated in Table 1 per working day for each working day beyond the time period within which the Contractor must begin. Once work begins, it shall be continuously performed to completion. Liquidated damages will be assessed for each occurrence of failure to complete on time, throughout the life of the contract.

Declaration of Emergency Conditions

The issuance of a Declaration of Emergency Conditions by any authorized government official shall cause this Contract to be activated at the terms and conditions listed in the Contract. The Contractor shall make available to the City of Suffolk, during the time of the declared emergency, his time and equipment for services deemed necessary by the City to address this emergency. Failure to comply could result in termination of the contract by reason of non-compliance.

Purchase/Work Orders

a. All Work Orders issued under the contract shall be approved by the Engineer in writing after the scope of work, price and schedule are submitted in writing.

The following procedures will be utilized in assigning Work Orders:

1. By letter of transmittal, the City will send the Contractor a list of the locations and two sets of the proposed project plans, if applicable.

2. Within five (5) working days (or as agreed between the City and Contractor) from the date of the letter of transmittal referred to above, the Contractor will respond by letter to the Project Engineer the following information. (Working days are counted Monday through Friday excluding City of Suffolk authorized holidays).

(a) The Contractors agreement or disagreement with the estimated project quantities.

(b) The estimated project cost based on the agreed estimated quantities.

(c) Specify the length of time, in calendar days, that will be required to complete the project. The Contractor shall determine the duration by using the most current edition of the R.S. Means "Heavy Construction Cost Data." The City Project Manager may grant an extension of the allowable completion time when work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault of negligence of the Contractor.

3. The City will respond within five (5) working days to the Contractors letter referred to above.

4. A Work Order will be issued with a Notice to Proceed and shall include the scope, cost of the work and the completion date. The Work Order/Notice to Proceed letter will be issued prior to the actual commencement of any work. The Contractor shall commence work within five (5) days of the issuance of a Work Order.

5. During the contract period the Contractor may be required to work on several different

projects at several different locations simultaneously. There is no guarantee as to the location of these projects in relation to each other.

6. The Project Manager reserves the right to make, in writing, at any time during the work, such changes as are necessary to complete the project. Such changes in alterations shall not invalidate the Work Order nor release the surety, and the Contractor. Under this condition, the unit prices shall be the costs used to price each Work Order.

Some Work Orders will require compliance with the Davis-Bacon wage rate requirements. The requirement will be stated within the Work Order and the Contractor must be able to provide sufficient documentation, as determined by the City, showing compliance with the Davis-Bacon Act and the Special Provisions for Federal-Aid Construction Contracts.

Failure of the Contractor to complete work or provide proposals as defined above, may result in the City not awarding additional work to the Contractor under this contract.

Work Assignment, Planning, and Time

a. The Project Engineer will notify the Contractor when to proceed with work by issuance of a Work Order. The Contractor will be expected to respond within five working days to the respective Work Order, except for emergency response or quick response conditions. Ordering and purchasing the delivery of materials or mobilization of equipment or materials to the job site is considered as responding to the Work Order. All work begun shall be worked in a continuous and expeditious manner. Failure to do so shall constitute unsatisfactory progress. If the Contractor does not complete work by the end of the contract time, liquidated damages will be assessed according to these specifications.

b. Work Orders will identify the location, description and amount of work to be accomplished. For Work Orders containing multiple types of work, the longest contract time shall govern.

c. The Project Manager will issue Work Orders to the Contractor with all work locations described by geographical or landmark reference points that will allow the Contractor to proceed immediately to the locations with minimum delay. The Project Manager will develop Work Orders so as to minimize the Contractor's travel requirements and cover all work required.

d. No work shall be done, nor materials used, without suitable supervision or inspection by the Project Engineer or his representative.

e. The Project Engineer shall have the authority to suspend wholly or in part, for such period or periods as may be deemed necessary due to conditions that are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the contractor to comply with any or all provisions of the contract. Such suspension shall be ordered in writing, giving in detail the reasons for the suspension.

Contractor Responsibility

a. Personnel

1. Work Force and Office. The Contractor shall at all times provide an adequate work force of properly qualified personnel (licensed and certified where required) sufficient to perform routine maintenance and system repair described herein.

2. Supervisors/Contractor Representatives. The Contractor shall provide the City Project Manager with names, addresses and telephone numbers (emergency and non-emergency) of at least two (2) responsible representatives of his organization to whom instructions may be given by the Project Manager. Contractor's Project Manager shall be available at all times (24 hours per day, seven days a week) during the term of this contract.

b. Contractor's Equipment

The Contractor shall furnish all transportation for his employees and equipment used in the performance or work of this contract. All equipment shall be of quality, quantity, and type to sufficiently perform as required for routine maintenance and major repair work. All repair equipment used by the Contractor shall conform with all applicable laws and safety requirements and shall be equipped with warning lights. All patrol vehicles shall be equipped with flashing amber lights.

c. Permits, Notifications and Fees

1. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

2. No work shall be performed under the provisions of this contract on any properties outside the limits of the City maintained right-of-way without the express written permission under which such work is to be performed shall not constitute a liability to the City of Norfolk nor relieve the Contractor of his liabilities.

Control of Materials

a. General

1. Only materials conforming to the requirements of the specifications and approved by the Project Manager shall be used in the work.

2. Unless otherwise specified, materials for base construction and aggregates for Portland cement concrete and bituminous mixtures shall be obtained from approved sources. A copy of the design mix to be used shall be submitted to the Project Manager for approval prior to using the material on the project.

3. Materials proposed for use may be inspected or tested at any time during their preparation and use.

b. Materials Acceptance

1. Contractor shall furnish certification of materials used and certification that the project was constructed according to contract requirements. The certification shall consist of a summary showing the kind and quantity of materials. This certification shall be provided for work units accomplished at the time of invoicing for final payment.

2. The Contractor shall preserve for inspection by the City of Suffolk invoices and records of the

materials utilized in the work until such time as final acceptance and payment is made under this contract.

c. Preservation of Property

1. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.
2. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

Progress

a. Status of Work

The City of Suffolk, Project Engineer will be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the City. The Contractor shall notify the Project Manager of any changes of the weekly schedule. Either party to the contract may request, and be granted a conference.

b. Indicated Items

Items not directly outlined in these specifications shall be constructed in accordance with the referenced specifications. Measurement and payment for these items will be as set forth in the Bid Documents. If not set forth in the Bid Documents, the cost of these items shall be included in the price bid for other items which may include this work, and no additional compensation will be considered.

Daily Work Order Log Reports

- a. Contractor shall complete and provide daily work logs to the City while working on each Work Order. This will enable the City to better track specific work being performed as to equipment replacement, repair, new installation, when it was worked on and/or installed, etc. For non-compliance of submitting the daily work order log reports the Contractor is liable for compensation to City of Suffolk.

Work Schedules and Maintenance of Traffic

- a. The Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m., Monday through Friday. No lane closures shall be permitted during the peak periods.
- b. The Contractor shall provide maintenance of traffic in accordance with the MUTCD 2009 and the latest Virginia Work Area Protection Manual. Failure to comply with this requirement will result in complete shutdown by the Project Manager with no additional compensation to the Contractor.

The City reserves the right to have contractor work night hours to accomplish work.

Inspection and Acceptance

- a. The City shall inspect all work upon completion of the work and formally accept the work. It shall be the Contractor's responsibility to schedule and hold preliminary and final acceptance meetings. Failure of City staff to detect discrepancies and poor workmanship and material shall not relieve the Contractor of the responsibility for completion of the task and successful operation as required. The Contractor shall warranty all work for a period of 12 months for workmanship and for period equal to the manufacturer's warranty period for material.
- b. The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. This certification will be accomplished by signing and returning of the Work Order.
- c. Acceptable work quality will be determined by the Project Manager. Reworking required due to Contractor negligence of inadequate procedures will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas. Disagreements between the Contractor and the Inspector may be appealed to the Project Manager. The Project Manager's determination is final.

Reference Specifications

- a. Standards and specifications from the following may be referred to in the Technical Specifications which follow; such form a part of this specification to the extent indicated by the references hereinafter: The Federal Manual on Uniform Traffic Control Devices, 2009 edition and the Virginia Supplement, latest edition.
- b. Virginia Department of Transportation (VDOT), Road and Bridges Specifications 2016 and any supplemental thereto, in effect on the date of Invitation for Bids, current edition.
- c. Virginia Department of Transportation (VDOT), 2016 Road and Bridge Standards.
- d. Virginia Work Area Protection Manual: Unless otherwise noted, reference is to the latest dated publication of the specification or standard including any amendments or addenda.
- e. Virginia Department of Transportation (VDOT), VDOT IIM-TE-367.1

References to "the Specifications" in the Contract Documents shall refer to the contents of the documents listed below. In case of a discrepancy, the order of priority shall be as listed below, with the highest governing item appearing first and the least governing item appearing last:

- (a) City of Suffolk Special Provisions.
- (b) VDOT Special Provision Copied Notes (SPCNs), which are present in the "Contract Documents and Technical Specifications" package for this IDQ contract.
- (c) VDOT Special Provisions (SPs), which are present in the "Contract Documents and Technical Specifications" package for this IDQ contract.
- (d) VDOT Supplemental Specifications (SSs), which are present in the "Contract Documents and Technical Specifications" package for this IDQ contract.
- (e) 2019 Supplement to the 2016 VDOT Road and Bridge Specifications, which is a document published by VDOT and incorporated in this Contract by reference in its entirety. This document is available at http://www.virginiadot.org/business/resources/const/2019_Supplement_to_the_201

6_Specifications.pdf

(f) 2016 VDOT Road and Bridge Specifications, which is a document published by VDOT and incorporated in this Contract by reference in its entirety. This document is available at:

http://www.virginiadot.org/business/resources/const/VDOT_2016_RB_Specs.pdf

(g) City of Suffolk Department of Public Works, Right of Way Restoration Manual(Available on the City's web site, www.suffolkva.gov)

References to "the Standard Drawings" in the Contract Documents shall refer to the standard details listed below.

(a) 2016 VDOT Road and Bridge Standard Drawings, which are published by VDOT. All the VDOT Standard Drawings, including all revisions issued by VDOT through the date of Advertisement, are incorporated in this Contract by reference. The VDOT Standard Drawings are available at:

http://www.virginiadot.org/business/locdes/2016_road_and_bridge_standards.as

Special Provisions and Copied notes needed

Cn100-000026-05 Dated 11/22/19 General project requirements

Cn100-000051-02 Dated 12/2/19 General project requirements

Cn102-000110-00 Dated 7/12/16 Prequalification's of Bidders

Cn512-000100-00 Dated 7/12/19 ADT Groups

SP505-000100-00 Dated 8/4/16 Replacement of Guardrail, MB, IA, and Guardrail to bridges

SS303-002016-04 Dated 3/14/19 303 Earthwork

SS505-002016-03 Dated 5/2/2018 Guardrail and w. Beam Median Barriers

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 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.
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

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 West Washington Street
 Suffolk, VA 23434

BID: Guardrail Repair &
 Installation
DUE: April 29, 2021
TIME: 3:00 p.m., Local

_____ **(Company)** agrees to furnish all labor, equipment, materials, transportation, permits and fees required to provide guardrail repair and installation on an as needed basis for the City of Suffolk in accordance with all specifications, terms, and conditions herein. Quantities listed below are estimates for the purpose of bid evaluation; actual quantities purchased will be determined by actual needs. Award will be made to the lowest responsive and responsible bidder based on the **TOTAL BID AMOUNT**.

Provide unit price below (per linear foot, per each, per hour) to provide the required services.

Item	Description	Section	U/M	Qty	Unit Price	Total Amount
1.	Emergency Response (48 hours)		EA	2		
2.	Tree Protection	VDOT 303	LF	250		
3.	Erosion & Sediment Control	VDOT 303	LF	250		
4.	Temporary (Construction) Sign	VDOT 512	SF	100		
5.	Electric Arrow	VDOT 512	HR	100		
6.	Flagger Service	VDOT 512	HR	200		
7.	Truck Mounted Attenuator	VDOT 512	HR	100		
8.	Guardrail Delineators	VDOT 702	EA	100		
9.	Hand Dig Hole	VDOT 505	EA	10		
10.	Terminal (VDOT std MGS2) Head	VDOT 505	EA	2		
11.	Guardrail W Beam end section (Buffer)	VDOT 505	EA	20		
12.	Bull Nose Terminal End Assembly (Cable Anchor)	VDOT 505	EA	20		
13.	CAT Median Terminal (VDOT std MB-3) End section	VDOT 505	EA	5		

14.	Impact Attenuator (TL-3; Type 1 and Type 2)	VDOT 505	EA	2		
15.	Sand Barrel	SP505-000100-00	EA	10		
16.	Realign Post	SP505-000100-00	EA	20		
17.	Cable Assembly & Anchor Plate (VDOT std MGS2/MGS3)	SP505-000100-00	EA	6		
18.	Impact Attenuator Cartridge	SP505-000100-00	EA	2		
19.	Diaphragm	SP505-000100-00	EA	5		
20.	Side Panel	SP505-000100-00	EA	4		
21.	Nose Section	SP505-000100-00	EA	2		
22.	Drill Hole	SP505-000100-00	EA	30		
23.	Guardrail end anchorage (VDOT std GR-MGS3)	SS505-002016-03	EA	50		
24.	Guardrail height transition (VDOT std GR-MGS4)	SS505-002016-03	EA	50		
25.	Fixed Object Attachment (VDOT std GR-FOA-1)	VDOT 505	EA	2		
26.	Fixed Object Attachment (VDOT std GR-FOA-2)	VDOT 505	EA	2		
27.	Fixed Object Attachment (VDOT std GR-FOA-4)	VDOT 505	EA	2		
28.	Guardrail Post (Steel)	VDOT 505	EA	20		
29.	Guardrail Post (6x8 Wood)	VDOT 505	EA	20		
30.	Guardrail Offset Block (Wood or Plastic)	VDOT 505	EA	20		
31.	Guardrail (VDOT std GR-MGS1, 6x8 wood post)	VDOT 505	LF	500		
32.	Guardrail (VDOT std GR-MGS1, steel post)	VDOT 505	LF	3,500		
33.	Guardrail (VDOT std GR-MGS1A, 6x8 wood post)	VDOT 505	LF	500		
34.	Guardrail (VDOT std GR-MGS1A, steel post)	VDOT 505	LF	3,500		

35.	Guardrail Beam	VDOT 505	LF	1,500		
36.	Guardrail Terminal (VDOT std GR-MGS2, W-Beam)	VDOT 505	EA	50		
37.	Median barrier terminal (VDOT std MB-3 Blocked – out W-Beam, 6x8 wood post)	VDOT 505	LF	500		
38.	Median barrier terminal (VDOT std MB-3 Blocked – out W-Beam, steel post)	VDOT 505	LF	500		
39.	Radial Guardrail (VDOT std GR-MGS1, 6x8 wood post)	VDOT 505	LF	200		
40.	Radial Guardrail (VDOT std GR-MGS1, steel post)	VDOT 505	LF	1,500		
41.	Radial Guardrail (VDOT std GR-MGS1A, 6x8 wood post)	VDOT 505	LF	200		
42.	Radial Guardrail (VDOT std GR-MGS1A, steel post)	VDOT 505	LF	1,500		
43.	Bull Nose Barrier	VDOT 505	EA	2		
44.	Radial Guardrail Beam	VDOT 505	EA	2		
45.	Remove existing guardrail (VDOT std GR2/MGS1)	VDOT 505	LF	2,000		
46.	Remove existing guardrail (VDOT std GR2A/MGS1A)	VDOT 505	LF	2,000		
47.	Remove existing guardrail beam (W Beam)	VDOT 505	LF	1,000		
48.	Remove existing guardrail terminal (VDOT std GR-6)	VDOT 505	EA	5		
49.	Remove existing guardrail terminal (VDOT std MGS2)	VDOT 505	EA	5		
50.	Remove existing guardrail terminal (VDOT std GR-7/GR-9)	VDOT 505	EA	5		
51.	Rub rail	VDOT 505	LF	500		
TOTAL BID AMOUNT					\$ _____	

Best Guaranteed Response Time to Emergency Calls: _____

Best Guaranteed Response Time to Other Than Emergency Calls: _____

Contact Person: _____ Phone No.: _____

EQUIPMENT LISTING

List all the equipment intended to be used in performing the services required in this IFB. Provide a complete description of equipment, and include whether it is owned or leased. Add additional pages, if needed.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

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.

<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 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 2.2-3100 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.

1. Minimum Limits, General Liability:

- \$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.

1. Minimum Limits, Automobile Liability:

- \$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 coverage 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.