



INVITATION FOR BID

City of Suffolk
IFB #21118-JS
May 11, 2018
Purchasing Division
442 West Washington Street, Room 1086
Suffolk, VA 23434
Phone: (757) 514-7520 Fax: (757) 514-7524

Custodial Services for Bus Transfer Station

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 below (local prevailing time), for furnishing the items or services described in the bid. Bid documents may be downloaded from the City Purchasing Division's Bid Board website (<http://apps.suffolkva.us/bids/>).

SCOPE OF WORK – The intent of this Invitation for Bid (IFB) is to obtain a qualified contractor to provide custodian services for the Bus Transfer Station on a scheduled basis for the City of Suffolk Department of Public Works Transit Division, operating as Suffolk Public Transit.

Bid Due: 3:00 p.m, June 16, 2018

Mandatory Pre-Bid Meeting: 10:00 a.m., June 2, 2021

Contract Officer: _____

Jay Smigielski, Purchasing Agent, CPPO, jsmigielski@suffolkva.us

The Purchasing Agent, Jay Smigielski, is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to him at this email address: jsmigielski@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

**** SUBMIT ENTIRE IFB AS YOUR BID PACKAGE****

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

In compliance with this invitation for bids, and subject to all the conditions thereof, the bidder 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 bidder certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named on the previous page.

Questions concerning this project must be in writing (email is preferred) and addressed to the Contract Officer listed on the front page of this solicitation, and, should be received no later than five (5) business days preceding the date that the proposals are to be received. E-mail is the preferred method and will get a more timely response.

FEDERAL FUNDING REQUIREMENTS

This project may be funded using federal monies. Policies and procedures regarding the use of federal funds will require the Bidder to follow specific regulations and submittal requirements for Disadvantaged Business Enterprises (DBE), lobbying, etc. All forms are listed on the pages of the IFB are required to be completed by the Bidder and submitted to comply with these requirements. If there is a conflict between Federal and state/local requirements, Federal requirements shall govern.

Prime contractors and subcontractors bidding on this solicitation are requested to report their name, address, Disadvantaged Business Enterprise (DBE) status, and contact information to Maria Ptakowski, DBE Liaison Officer (DBELO) at mptakowski@suffolkva.us Prime contractors are also requested to report this information for their subcontractors to the DBELO. See page 28 of this IFB. Bidders who are not DBE certified must demonstrate DBE good faith efforts on the appropriate form.

PROTEST PROCEDURES

Written protest procedures for Pre-Bid, Pre-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, and Post-Award protests are available to bidders for the purpose of resolving disputes relating to this procurement. Contact the Contracting Officer for a copy of Protest Procedures. 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. or Federal regulations as applicable. Contact the buyer at once for assistance.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held at 11:00 a.m. local prevailing time on June 7, 2018 at Suffolk Bus Transfer Station, 330 North Main Street, at the intersection of Main St. and Prentiss St. Suffolk, VA (next to Seaboard Train Museum). Failure to attend will result in disqualification of your bid.

Bidders will be required to follow current COVID-19 guidelines to attend the Pre-bid meeting. 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.

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1.0 PURPOSE

The City of Suffolk (“the City”) Department of Public Works, Division of Suffolk Transit (ST) provides public transit service and paratransit service for its citizens. The intent of this Invitation for Bid (IFB) is to obtain a qualified contractor to provide a well-maintained, clean and attractive Bus Transfer Station. The Transfer Station is located at 330 North Main Street at the intersection of Prentis Street and Main Street near the Seaboard Train station.

2.0 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 days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract shall cover the period beginning August 1, 2021, and continuing through July 31, 2022. This contract may be renewed based on the terms and conditions at the expiration of its term at the sole discretion of the City. Automatic renewals will occur for up to two (2) additional one-year periods through July 31, 2024.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of 12 months. Price increases shall be justified in writing and submitted at least sixty (60) days prior to contract renewal. Price increases must be approved by the City. The City does not guarantee approval of any proposed price increase.

4.0 SCOPE OF WORK

The Contractor shall provide all personnel, labor, tools, equipment, cleaning supplies, etc. necessary to perform custodial services specified herein.

- A. The Contractor shall furnish all cleaning supplies, toilet paper, urinal screens, deodorants, disinfectants, waxes, wax stripping materials, trashcan liners, air fresheners, and any other products necessary to complete the job. Should the Contractor fail to provide the proper supplies, the City will make a one-time purchase of the needed supplies and charge the purchase against the Contractor’s invoice at the City’s cost plus twenty percent (20%). If the Contractor does not provide proper supplies after this action, the Contractor may be in danger of default.
- B. If the level of cleaning at any time is considered to be unacceptable to the City, the Contractor may be required to take whatever measures are needed to attain the required standards at no additional cost to the City.
- C. Trash Removal
 - a) All wastebaskets within the bathrooms shall be emptied and returned to their

initial locations. Boxes, cans, papers, etc. placed near a wastebasket shall be removed from the area and emptied into a designated trash receptacle.

- b) Any obviously soiled or torn wastebasket liners shall be replaced.
- c) The exterior of bathroom wastebaskets shall be damp wiped with germicidal detergent and a clean sponge or cloth to remove evident soil. Wet spills on the interior of wastebaskets shall be removed.
- d) Disposal of Trash: Refuse containers are located adjacent to the building for the disposal of trash. Trash shall be placed into the container to avoid spillage. All lids trash containers shall be closed after depositing trash.
- e) The exterior iron trash receptacles shall be damp wiped with germicidal detergent and a clean sponge or cloth to remove evident soil. Wet spills on the interior of wastebaskets shall be removed

D. Mopping Floors

Prior to being wet mopped, the floor surface shall be swept by a broom or dry mopped. Prior to sweeping floor surface, a putty knife shall be used to remove gum, tar, and other sticky substances from the floor. A wet mop, mop bucket and wringer, and a neutral detergent solution shall be used to remove all soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area mopped shall be rinsed with clean water. All accessible areas shall be damp mopped. Trash receptacles, etc. shall be tilted or moved to mop underneath. After being wet-mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or evidence of soil. There shall be no splash marks or mop streaks on walls, baseboards, etc., or mop strands remaining in the area. In no instance, shall a hose or stream of water be used to wash floors. Dirt, debris, and cleaning solution shall not be allowed to accumulate in corners or around fixtures and baseboards. "Wet Floor" Signs should be used.

E. Cleaning Toilets, Restrooms, and Sinks

- a) Toilets and sinks shall be cleaned with a germicidal cleaning solution. All exposed piping shall be kept clean and dust free.
- b) Toilets: The inside and outside surface of toilets and seats shall be cleaned to remove all rust, discoloration, odors, scum, and water stains. An acid-type bowl cleaner may be required.
- c) Sinks: Sinks shall be cleaned to remove all rust, discoloration, stains, odors, and scale. Abrasives shall not be applied to fittings; all fittings shall be dry polished. Water used for cleaning purposes shall not be allowed to spill between the fixtures and the wall.
- d) Mirrors shall be cleaned to remove all trace of film, smudge, and dirt.
- e) Toilet room walls with washable surfaces shall be cleaned. Surface washing shall remove accumulations of dirt, streaks, and defacing marks.

- f) The Contractor shall submit in writing to the City's Supervisor any malfunctioning toilets, faucets, lights, or other damage immediately.

9. Cleaning and Disinfecting Drinking Fountains

Contractor shall spray bottle of germicidal detergent shall be used to remove all obvious soil, streaks, smudges, etc. from the drinking fountains. After cleaning and disinfecting, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

10. Exterior of building

- A. Contractor shall remove all debris (trash, paper, food, cigarette butts, etc.) on the exterior of the building and on the grounds of the transfer station building.
- B. The contract will notify the City of any large debris (i.e. shopping carts) that may need to be removed.

5.0 EQUIPMENT AND SUPPLIES

- 1. All products furnished and/or used in the performance of any task included herein shall meet applicable EPA, OSHA, and manufacturer's Safety and Environmental Protection requirements. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as prescribed by law, regulatory agencies, or this contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State, and City laws, ordinances, rules, and regulations.
- 2. Contractor shall be required to submit and keep current MSDS/SDS sheets at the job site.
- 3. The Contractor shall furnish and maintain all necessary cleaning equipment needed for the performance of the work.
- 4. Equipment shall be of the size and type customarily used in work of this kind. No equipment shall be used that is harmful to the buildings or their contents.
- 5. All cleaners, solutions, etc. used shall be pre-tested to insure that discoloration of finish does not occur with use.

6.0 CONTRACTOR'S EMPLOYEES

- 1. After award of contract, the successful bidder shall submit to the City a clear/legible list of names, social security numbers, copy of photo ID, and signatures of all employees who are to perform work under this contract. Any changes in personnel shall be reported to the City.
- 2. Contractor shall not employ illegal aliens to perform custodial services for any services in City facilities.

3. Each work crew shall include an employee who shall be sufficiently fluent in the English language to read and understand chemical labels and signs, as well as converse intelligently with City management and other personnel. The City's representative shall be the sole judge as to the acceptability of the employee's level of communication.
4. All employees of the Contractor who work under this contract shall meet appropriate standards regarding conduct and human reliability for the type of work performed. Such standards shall include, as a minimum, the following:
 - Acceptable work attitude
 - Acceptable dress code (uniforms)
 - Wearing of proper identification (badge)
 - Honesty
 - Acceptable personal hygiene
5. Identification badges shall be furnished by the Contractor and shall be worn at all times by the Contractor's employees while on City premises for the performance of custodial services. The identification badge shall have the employee's picture, name, and signature, as well as the Contractor's company name.
6. The Contractor shall furnish for each of his employees, a uniform acceptable to the City. The uniform shall bear the Contractor's organization identification in bold print or script. The uniform shall be worn at all times during the performance of duties and work as described herein.
7. Only authorized Contractor employees shall be allowed on the premises of the City of Suffolk buildings. Contractor's employees shall **not** be accompanied in the work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

7.0 KEY/ACCESS CONTROL

1. The Contractor shall establish and implement methods of ensuring all keys and/or swipe cards issued by the City are not lost or misplaced, and are not released to unauthorized persons. Keys issued by the City shall NOT be duplicated by the Contractor or any of his representatives for any purpose.
2. Lost or misplaced keys/swipe cards shall be immediately reported to City. The Contractor shall be charged the cost of replacing any lost or damaged keys/swipe card. If, in the opinion of the City, a change of locks is warranted as a result of lost keys/swipe cards, the Contractor shall be required to defray the cost of having locks re-keyed or reprogrammed.

8.0 PERSONNEL

1. Site Supervisor: The Contractor shall provide at least one supervisor at each site with a minimum of two (2) years supervisory experience who shall be responsible for the overall coordination of work performed and shall act as central point of

contact with the City.

The Supervisor shall supervise and manage the work to assure all tasks are performed as specified in the Request for Bid.

The Supervisor shall perform his/her work in a professional manner at all times, whether dealing with City personnel or Contractor's personnel.

2. Other Employees: The Contractor shall provide other personnel essential to accomplish the required work. The on-site Supervisor must be appropriately trained and possess the necessary competency to make sufficient inspections to insure that work has been, and is being performed, as per specifications. All of the Contractor's personnel must be trained and qualified to perform the work tasks assigned to them.
3. The City reserves the right to require replacement of any person who, in the determination of the City's representative is not qualified to perform assigned tasks.
4. The City further reserves the right to order the removal of any Contractor's employee from the City facility for reasonable cause. Such cause shall include, but is not limited to, the following:
 - Wearing of inappropriate uniform/clothing
 - Engaging in loud, boisterous or unprofessional conduct
 - Unauthorized use or misappropriation of City or personal properties
 - Reporting to work under the influence of intoxicants or drugs; possession of intoxicants or drugs while on duty
 - Smoking in the building will not be allowed during the performance of duties

9.0. MISCELLANY

1. The Contractor shall be responsible for reporting any building maintenance or repair issues (including lights) needed at the facility to the designated City representative for corrective action.
2. It is the responsibility of the Contractor to ensure that all articles of personal or monetary value found by the Contractor's employees (and not belonging to any of the Contractor's employees) are turned in to City staff.
3. Contractor shall submit invoices monthly for the services. The invoice shall identify the site and date it was cleaned.

10.0. SCHEDULING

The cleaning services shall be performed three times a week on Tuesday, Thursday and Saturday. The City may require additional cleaning services due any incidents that require immediate action.

The contractor will only be paid on days the cleaning is performed. If inclement weather or other events prevent the contractor from performing their duties, the contractor will perform them the next day.

It shall be the Bidder's responsibility to examine and understand the requirements of the bid documents and visit the job sites to familiarize himself with the structure and any conditions that may in any manner affect cost or performance of the work.

11.0 ADDITIONAL INSTRUCTIONS

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 Invitation for Bid 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 it 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 its 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 for 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:** Contractors, offerors, bidders 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' for IFB 21003-JS. 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 2.2.4343.1E).

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.

12.0 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. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City
3. **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.
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 Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.

5. **Contractor's Form**: In cases where the City may accept the Contractor's form contract, whereas certain standard clauses that may appear in the Contractor's form contract 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 Contractor's form contract, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
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. **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.
10. **Drug-Free Workplace**: During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **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.
12. **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.
13. **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.

14. **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.

15. **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.
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)

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 may prefer 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, Virginia
 Purchasing Division
 442 West Washington Street
 Suffolk, VA 23434

BID: Custodial Services for Bus
 Transfer Station

DUE: June 16, 2018
TIME: 3:00 p.m., Local

_____ (Company) quotes firm price, to furnish all labor, materials, equipment, transportation, licenses, permits and fees required to perform power washing and other services for the Department of Public Works Transit Division at various locations within the City of Suffolk. Work shall be in accordance with all specifications, terms and conditions herein.

Bid Item Number	Base Bid Item	Unit	Quantity	Unit Cost	Total Weekly Cost (Unit Cost x 3)
<i>1</i>	<i>Cleaning of Bus Transfer Station</i>	<i>JB</i>	<i>1</i>		\$

Award will be based on **Total Weekly Cost** (Unit Cost multiplied by three cleanings per week)

Contractor is requested to provide an hourly rate for cleaning services not included as part of the regular custodial program. This rate is not included in the basis of award. All work on this rate will be paid on an "as-needed" basis. For the additional cleaning the Contractor will be required to provide a written estimate of the cost and description of the cleaning and to obtain City approval prior to commencement of services. The City reserves the right to negotiate the terms of the quote provided by the contractor. If mutually agreeable terms cannot be negotiated, the City reserves the right to obtain services from another contractor **No work is guaranteed on this task.**

Additional Cleaning (hourly rate) _____

The City reserves the right to add or delete locations. For new locations, the Contractor will review the property and provide a written quote for the services to be performed. The quote shall include price, and a description of the services to be provided. The City reserves the right to negotiate the terms of the quote provided by the contractor. If mutually agreeable terms cannot be negotiated, the City reserves the right to obtain services from another contractor.

REFERENCES

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

The City reserves the right to contact the organizations and persons listed.

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

2)	_____			
	_____	_____	_____	_____

3)	_____			
	_____	_____	_____	_____

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

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

Failure to acknowledge Addenda shall result in bid being declared non-responsive.

BIDDER:

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone _____ Fax No. _____

Federal ID No. _____ E-mail address: _____

I certify by my signature below that I have received the documents associated with this bid/proposal and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; base on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

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

Signature _____ **Date** _____

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.

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 CONTRACTOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR CONTRACTOR.

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 Contractor'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 Contractor'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 Contractor 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

DBE GOOD FAITH EFFORTS DOCUMENTATION

IFB/RFP _____ DATE SUBMITTED _____

If the DBE goal established for this procurement has not been met or the City requests the submittal thereof, Bidder must demonstrate documentation of DBE Good Faith Efforts.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

Bidder shall provide copies of printed legal notices, emails, completed telephone log and other good faith efforts as applicable.

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

16. 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

SIGNATURE PAGE FOLLOWS

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

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

FEDERAL CLAUSES AND FORMS

1. Flow Down Requirements

All Federal Clauses and requirements flow down from FTA Contractors and sub-Contractors to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

2. No Obligation by the Federal Government.

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

3. False or Fraudulent Statements or Claims or Related Acts

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Access to Third Party Records

A. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 18.36(i), the Contractor agrees

to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. Changes to Federal Requirements

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be

amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. Civil Rights - The following requirements apply to the underlying contract:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(iv) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. **Disadvantaged Business Enterprises (DBE)**

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10.44%. A separate contract goal of **25%** has been established for this procurement.

B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Suffolk deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

E. The contractor must promptly notify the City of Suffolk, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

8. **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Suffolk requests which would cause the City of Suffolk to be in violation of the FTA terms and conditions.

9. Termination

A. Termination for Convenience (General Provision) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure (General Provision) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

E. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

10. Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Suffolk. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Resolution of Disputes, Breaches or other Litigation

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (City)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties

mutually agree, or in a court of competent jurisdiction within the State in which the (City) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (City), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. Clean Air

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

13. Clean Water

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Contract Work Hours and Safety Standards

A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

15. Recycled Products

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. Notification to the City for Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the City. The Contractor must include a similar notification requirement in its agreements with its subcontractors at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but not limited to, a major dispute, breach, default, litigation or naming the Federal Government as a party to litigation or a legal disagreement in any form or any reason. Matters that may affect the Federal Government include, but not limited to, the Federal Government's interest in the Award, the accompanying underlying agreement, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations and requirements.