

INVITATION FOR BID

City of Suffolk
IFB # 21123-JS
June 24, 2021



Purchasing Division
442 W. Washington Street, Room 1086
Suffolk, VA 23434
Phone: (757) 514-7520 Fax: (757) 514-7524
<http://www.suffolkva.us/purchasing>

Custodial Services Annual Contract Secured Facilities

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.

SCOPE OF WORK – The intent of this Invitation for Bid (IFB) is to select one or more vendors to provide all labor, equipment, supplies, transportation, materials, etc. required to perform annual Custodial Services for the buildings and locations listed in accordance with all specifications, terms, and conditions detailed herein.

Bid Due: 3:00 p.m., July 28, 2021

Mandatory Pre-Bid Meeting and site visit: 9:00 a.m., July 14, 2021

Contract Officer: _____

Jay Smigielski, Purchasing Agent, jsmigielski@suffolkva.us

The Purchasing Agent, Jay Smigielski, is the Contract Officer for the City of Suffolk with respect to this RFP. 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. Any such unauthorized contact may disqualify the bidder from the procurement. All questions concerning bid must be in writing and received five (5) business days prior to the bid opening.

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

Questions concerning this project must be in writing and addressed to the Jay Smigielski, Purchasing Agent; and must be received no later than five (5) business days preceding the date that the bids are accepted.

BID OPENING

Bids shall be publicly opened and read aloud on the date that the bids are accepted. Public opening will be held at **3:00 PM** (local prevailing time), July 28, 2021, in the City of Suffolk City Hall, Conference Room # 3, located at 442 W. Washington Street, Suffolk, VA 23434-5237.

MANDATORY PRE-BID MEETING and SITE VISIT

There will be a mandatory pre-bid meeting on July 14, 2018 at 9:00 am in the lobby of Suffolk City Hall, at 442 W. Washington Street, Suffolk, VA 23434. This will include a tour of all the facilities to be serviced. Failure to attend will result in non-acceptance of bid. A bus will be made available on a first come, first serve basis. But Bidders need to be prepared to furnish transportation to each facility. Firearms, knives and other weapons are not permitted during this tour.

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.

Bids are to be in substantial accordance with the attached specifications. Bidders should carefully examine the specifications and fully inform themselves as to all conditions and matters that could in any way affect the equipment/materials/service or the cost thereof. Should a bidder find discrepancies in, or omissions from, the specifications or invitation for bids, or should he be in doubt as to their meaning, he should notify the Purchasing Division and obtain clarification prior to submitting any bid.

Bids must be signed, sealed and received by the office of the Purchasing Division prior to the opening time and date specified. Bids by telephone, fax or email will not be accepted. Bids will be publicly opened at the time and date specified.

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.

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

REQUEST FOR BIDS

Custodial Services Secured Facilities– Annual Contract

SECTION/TITLE

1.0	PURPOSE	- 4 -
2.0	COMPETITION INTENDED	- 4 -
3.0	CONTRACT PERIOD	- 4 -
4.0	SCOPE OF WORK.....	- 4 -
5.0	GENERAL SPECIFICATIONS	- 6 -
6.0	SPECIFICATIONS-CLEANING TASKS AND STANDARDS	- 13 -
7.0	SPECIFICATIONS-MATERIALS, EQUIPMENT, AND SUPPLIES	- 18 -
8.0	SPECIFICATIONS-TASKS AND DUTIES TO BE PERFORMED (MINIMUM).....	- 20 -
9.0	ADDITIONAL INSTRUCTIONS.....	- 22 -
10.0	CONTRACT TERMS AND CONDITIONS	- 27 -
	BID FORM	- 34 -
	REFERENCES	- 35 -
	SIGNATURE SHEET	- 36 -
	ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES	- 37 -
	PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.....	- 38 -
	EXCEPTION PAGE	- 39 -
	INSURANCE REQUIREMENTS	- 40 -

1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is to select one or more vendors to provide all labor, equipment, supplies, transportation, materials, etc. required to perform custodial services for the secured City buildings and facilities listed in accordance with all specifications, terms, and conditions detailed herein. **The City reserves the right to award to multiple vendors.**

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 (5) business days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract shall cover the period from September 1, 2021, through August 31, 2022.

This contract may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the contractor and the City. The City reserves the option to renew this agreement for three (3) additional one-year periods.

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

4.0 SCOPE OF WORK

Buildings to be cleaned

Square footage listed is believed to be accurate; however, it will be the responsibility of the Contractor to determine the exact square footage of each building as it relates to the performance of the job.

Name of Facility	Address	Square footage (approx.)	Number of Stories
Animal Control (administrative areas only)	124 Forest Glen Drive	1700	1
Police Administration	111 Henley Place	4132	1
Godwin Courts Building	150 N. Main St.	91,945	3
Police Precinct No. 1	230 E. Washington St.	8,690	2
Police Precinct No. 2	3901 Bridge Road	8505	1

Supervision of Work

Contractor shall employ a competent superintendent and who shall be in attendance at the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Job superintendent must demonstrate to the City's satisfaction, effective communications skills both written and verbal, to facilitate coordination of the work with City staff and ensure progress of the work in a timely and effective manner.

The site supervisor may oversee more than one building each day and does not have to be at each building all of the work hours but is responsible for coordination and for work performed per the IFB.

Orientation Meeting

The successful bidder(s) must attend an **orientation meeting** with each individual department/location prior to beginning work. The meeting will familiarize the Contractor with the location and work to be performed, supply information on building security, provide for the exchange of contact information between the City and Contractor, and answer any other questions regarding the contract.

Employees

The successful Contractor must hire its own employees. Unless approved in advance by the City, City employees currently performing custodial services may not be hired under the new custodial contract.

Supplies, Paper Products and Can Liners

All contractors are required to furnish their own cleaning supplies and materials for all city buildings.

The buildings must have enough can liners to be able to replace the trash liners on a daily basis. Can liners must conform to the waste containers. Can liners must conform

to the contours of the waste receptacle. All liners must be strong enough that they will not burst open or rip while being pulled out of the trash containers.

The City requires that the contractor uses appropriate control measures to minimize the discharge of pollutants to the storm water system.

5.0 GENERAL SPECIFICATIONS

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

The City will provide all consumable products (paper towels, toilet paper, urinal screens and deodorants and soap for the facility.

The Contractor shall furnish all cleaning supplies, 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.

2. Each facility shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning at any time is considered to be unacceptable to the City, the Contractor may be required to increase staffing or take whatever measures are needed to attain the required standards at no additional cost to the City.
3. The Contractor will be **not** responsible for engaging the alarm system after each workday or completion of services.
4. The Contractor shall submit a complete work schedule to the General Services Supervisor no later than ten (10) calendar days prior to starting work. The schedule shall detail how employees will be assigned to accomplish all daily, weekly, and monthly tasks. The City reserves the right to approve or change schedules to meet the needs of each location.
5. Descriptions of services, equipment, tasks, etc. outlined herein are minimum performance specifications. The Contractor shall be required to perform all work necessary to provide quality custodial services/cleaning services to ensure that the facility is cleaned to the satisfaction of the City.
6. All work shall be performed in a first class workmanlike manner, acceptable to the City in all respects, in strict accordance with the specifications and performance standards herein. The Director of Capital Programs and Buildings, acting through his representative, General Services Supervisor, will decide all questions which may arise as to the quality and acceptability of work performed under this contract. If, in the opinion of the Director or his representative, the Contractor's performance is or becomes unacceptable, the Contractor will be notified in writing and shall be expected to promptly correct any deficiencies.

CONTRACTOR'S EMPLOYEES

1. 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 General Services Supervisor within twenty-four (24) hours of occurrence for the duration of the contract period.
2. No person(s) who has ever been convicted of a felony, and/or no person(s) who has been convicted of any drug offense within the past twelve (12) months may work in any City of Suffolk facility. Contractor shall not employ illegal aliens to perform custodial services for any services in City facilities.

The City may, in its sole discretion, refuse to allow an employee access to any area for any of the following reasons:

- Conviction of a felony
 - Conviction of a misdemeanor (not including traffic or parking violation)
 - Current investigation of pending trial involving criminal activity
 - Outstanding warrants (including traffic and parking violations)
 - Currently on parole or probation
 - Any other violation(s) considered unacceptable by the City for City work
3. All employees and representatives of the Contractor's company 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

EMPLOYEE IDENTIFICATION AND BUILDING ACCESS

1. 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.
2. 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.

3. Access to the facility shall be as directed by the Director of Capital Programs and Buildings or his designee. (The right of entry grants the right of search with proper and reasonable cause.) Contractor's employees may not leave the premises during working hours except in cases of emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by an authorized City representative.
4. All entrances to the facility shall be locked while the Contractor's employees are in the facility. The Contractor's Site Supervisor shall schedule times with his/her employees to open exterior doors for the purpose of trash removal. These doors must be attended at all times while open.

Any and all interior doors unlocked by the Contractor's employees for cleaning purposes shall be re-locked after completion of services. All interior doors shall be closed unless otherwise indicated by special instructions.

5. 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.
6. It is the Contractor's responsibility to ensure that all of the Contractor's employees are required to sign in and sign out of the City facility upon arrival and departure, respectively. The Contractor shall maintain this log for periodic review by a City representative.
7. The Contractor shall provide a current Virginia State Police Criminal History Record Request on each person employed in fulfillment of the intent of this contract.
8. The Contractor will be required to keep an ongoing updated log of current employees. Designated City personnel must be kept aware of any changes in personnel.

The personnel working within any Police and Animal Control facility will be required to submit to and pass a background check which will include the submission of fingerprints. The results of the background check must fall within the Criminal Justice Information Services (CJIS) requirements. This check will be done prior to any accesses being granted. The Chief of Police is the final approval authority for the Police and Animal Control Facilities. All documentation relative to the background check will be maintained by the Administrative Division of the Police Department.

Contractor will forward a personnel access list to the Suffolk Police. The personnel list must include: employee names, home mailing addresses, Date of Birth, Social Security Number, and race. Only those persons that receive an acceptable background check will be permitted access to the Public Safety Communications section. During the course of the contract, the Bidder will be responsible for submitting any changes or updates as they occur.

Contractor's employees will be required to follow all Security and Safety procedures while working within the public safety sections as determined by Police. This includes, *but is not limited to*: Documentation of tool inventories upon entry and exit; responsibility for securing tools while on site; vehicle and/or personal

searches upon entering or leaving the public safety sections as deemed necessary by the Suffolk Police staff.

The personnel working within the Godwin Courthouse facility will be required to submit to and pass a background check which will include the submission of fingerprints. The results of the background check must fall within the Criminal Justice Information Services (CJIS) requirements. This check will be done prior to any accesses being granted. The Suffolk Sheriff is the final approval authority for the Courthouse facilities. All documentation relative to the background check will be maintained by the Administrative Division of the Sheriff's Office.

Contractor will forward a personnel access list to the Suffolk Sheriff. The personnel list must include: employee names, home mailing addresses, Date of Birth, Social Security Number, and race. Only those persons that receive an acceptable background check will be permitted access to the Courthouse. During the course of the contract, the Bidder will be responsible for submitting any changes or updates as they occur.

Contractor's employees will be required to follow all Security and Safety procedures while working within the Courthouse as determined by the Sheriff. This includes, *but is not limited to*: baggage, vehicle and/or personal searches upon entering or leaving the Courthouse facilities as deemed necessary by the Suffolk Sheriff staff

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. Keys shall be issued to the Contractor's staff by City staff at the beginning of each work day and returned to City staff at the end of each work day.
3. Lost or misplaced keys/swipe cards shall be reported to City staff prior to leaving work. The Contractor shall be charged the cost of replacing any lost or damaged keys/swipe cards. If, in the opinion of the Director of Capital Programs and Buildings or his designee, a change of locks is warranted as a result of lost keys or swipe cards, the Contractor shall be required to defray the cost of having locks re-keyed or reprogrammed.

ENERGY CONSERVATION

The Contractor shall be responsible for instructing employees in conservation practices regarding the use of utilities. The Contractor and his/her employees shall operate under conditions that prevent the waste of utilities including, but not limited to, the following:

1. Lights shall be used only in areas where the work is actually being performed.
2. Employees shall refrain from adjusting any mechanically controlled equipment for

heating, ventilation, and air conditioning.

3. Water faucets or valves shall be turned completely off after usage.

PERSONNEL

1. Site Supervisor: The Contractor shall provide at least one on-site 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. Normal working hours for the Site Supervisor shall be coordinated with the Director of Capital Programs and Buildings or his designee.

The Site Supervisor shall not at any time engage in supervision or performance of services for any other client of the Contractor, or in private/personal business undertakings, while scheduled to perform work under the scope of this contract.

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

The Site Supervisor shall act as a separate entity, working apart from the janitorial staff. It is strictly the responsibility of the Site Supervisor to supervise each job and each employee to determine if the work is being performed to the satisfaction of the City.

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

Selection of the site supervisor of each location must be approved by the City.

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 daily 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 Director of Capital Programs and Buildings or his designated 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.

SAFETY

1. The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) that may affect custodial and housekeeping operations (i.e., labeling all materials and supplies which may be hazardous to employees or others).
2. The Contractor shall be responsible for instruction of his/her personnel regarding appropriate safety measures. Equipment shall not be placed in traffic lanes or other locations that may create a safety hazard. Contractor will comply with all Federal, State and local safety laws, codes and regulations.

FIRE PREVENTION

1. The Contractor's operations shall conform to all applicable fire prevention regulations. Personnel shall be instructed by the Contractor in regard to any and all provisions relative to this contract.
2. The Contractor shall not store combustible supplies, to include rags and paper, near possible sources of ignition.

CIRCUMSTANCES TO BE REPORTED

1. The Contractor or the Contractor's employees shall report to the Director of Capital Programs and Buildings or his designated representative any circumstances which may affect the performance of the work, to include unhealthful or hazardous conditions, or any delays or interferences with the work that may be caused by employees of the City. Such report shall be made immediately upon discovery by the Contractor.
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 prior to leaving the building.
3. The Contractor shall be responsible for reporting in writing any building repairs needed at the facility to the designated City representative for corrective action.

WORK WEEK

Work week for custodial services for the following locations shall be cleaned twice a week, Monday through Friday, beginning at 5:00 p.m. and ending not later than 11:00 p.m.:

- Police Administration Building (floors only)
- Animal Control (administrative areas only)

Work week for custodial services for the following locations shall be cleaned five days a week, Monday through Friday, beginning at 5:00 p.m. and ending not later than 11:00 p.m.

- Godwin Courthouse
- Police Precinct 1
- Police Precinct 2

The floors for the following locations shall be stripped and waxed once a week:

- Police Precinct No. 1
- Police Precinct No. 2

The following holidays will be observed by the Contractor:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday/Presidents Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

EXTREME WEATHER POLICY

In the event of extreme or hazardous weather conditions, the City's Inclement Weather Policy may be enacted. The purpose of this policy is to establish guidelines for the continuation of essential City services during a period of emergency or inclement weather conditions, as well as the release from duty of those employees not required to perform these vital services. Custodial services will be exempt from working if City offices are closed for non-essential personnel.

QUALITY CONTROL/QUALITY ASSURANCE

1. The Contractor shall establish a complete Quality Control Plan (QCP) to assure that requirements of the contract are provided as specified. A draft of the Contractor's QCP shall be submitted for review and approval prior to the start of the contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP is of paramount importance. The program shall include, but is not limited to, the following:
 - a) An inspection plan that is tailored to the specific facility and covers all services. The plan must specify all areas to be inspected on either a scheduled or unscheduled basis, to include the title of the individual who will be performing

the inspections.

- b) A method of identifying deficiencies in the quality of services provided before the level of performance can be considered unacceptable.
- c) A file of all inspections conducted by the Contractor and the corrective action(s) taken. This documentation shall be made available to the City during the term of the contract on an "as requested" basis, and during all contract performance reviews.
- d) The Director of Capital Programs and Buildings, acting through the General Services Supervisor, will monitor the Contractor's performance under this contract through random sampling, periodic inspection, joint inspection, and tenant complaints.

CONTRACTOR'S EQUIPMENT AND MATERIAL STORAGE AREAS

- 1. The City shall provide a locked equipment and materials storage area within the facility to be used by the Contractor; locking cabinets, however, will be at the expense of the Contractor.
- 2. The Contractor shall be responsible for the maintenance of the provided storage area. It shall be kept clean and orderly at all times.

All equipment and materials shall be segregated and stored by type. No toxic chemicals and/or combustible substances shall be stored within the storage area. All soiled and/or oil cleaning cloths shall be stored in containers with closed lids. Mops shall be rinsed and hung to dry after each period of use. All cleaners and paper products shall be neatly stacked on shelves or within the original containers.

6.0 SPECIFICATIONS-CLEANING TASKS AND STANDARDS

It is the intent of these specifications to address the most common types of cleaning tasks and the applicable standards required for the performance of general cleaning services. The Contractor shall be responsible for determining and discharging all included tasks to fulfill the intent of these specifications.

GENERAL CLEANING TASKS AND CLEANING STANDARDS

- 1. Trash Removal
 - a) All wastebaskets, and other trash containers within the area(s) shall be emptied and returned to their initial locations. Boxes, cans, papers, etc. placed near a trash receptacle and marked "TRASH" shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent adjacent area from becoming littered by such trash.
 - b) Any obviously soiled or torn plastic receptacle liners shall be replaced.

- c) The exterior of wastebaskets shall be damp wiped with neutral detergent and a clean sponge or cloth to remove evident soil. Wet spills on the interior of wastebaskets shall be removed. Lotion type detergent and an abrasive pad shall be used on hard-to-remove soil. In restrooms and food service areas, germicidal detergent shall be used in lieu of neutral detergent for cleaning of waste receptacles.
- d) Disposal of Trash: Refuse containers (dumpsters) are located adjacent to the building for the disposal of trash. Trash shall be placed into the dumpster container to avoid spillage. In order to prevent spillage by his/her employees, the Contractor shall be responsible for checking the dumpster area prior to leaving the building. All doors of dumpster containers shall be closed after depositing trash. Trash shall not be placed on the ground next to a full dumpster.

2. Vacuuming Carpet

Prior to vacuuming, carpeted area(s) shall be inspected to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc. An upright vacuum cleaner shall be used to vacuum surface areas and embedded grit from all areas accessible to the carpet vacuum. The beater bar shall be adjusted to correspond with the pile height of the carpet. Chair and trash receptacles shall be tilted or moved where necessary to prevent any visible accumulation of soil or litter. In carpeted areas not accessible to the upright carpet vacuum, a tank vacuum with crevice tool and brush attachment shall be used. After the carpeted floor has been vacuumed, it shall be free of all visible litter, soil, and embedded grit.

Elevator floors and door tracks are to be vacuumed or swept, as well as all carpet-type entrance mats.

3. Spray-Buffering

Prior to being spray-buffed, the floor surface shall be swept with a broom or dry mopped. A single disc floor machine, buffing pads, and spray bottle with spray-buffing solution shall be used to restore a uniform gloss and protective finish to resilient tile or Terrazzo floors. All areas accessible to the floor machine shall be spray-buffed. Chairs, trash receptacles, etc. shall be tilted or moved whenever necessary in order to spray-buff beneath any obstacles.

The floor shall be swept after being spray-buffed. The finished floor shall have a uniform; glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. All spray-buff solution shall be removed from baseboards, furniture, trash receptacles, etc.

4. Dry-Buffering

Prior to be dry-buffed, the floor surface shall be swept with a broom or dry mopped. A single disc floor machine and buffing pads shall be used to restore a uniform gloss and protective finish to waxed floors. All areas accessible to the floor machine shall be dry-buffed. Chairs, trash cans, etc. shall be tilted or moved to dry-buff underneath.

5. Wet Mopping Floors

Prior to being wet mopped, the floor surface shall be swept by a broom or dry mopped. 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. Chair, 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 furniture, walls, baseboards, etc., or mop strands remaining in the area.

6. Sweeping Floors

Prior to sweeping floor surface, a putty knife shall be used to remove gum, tar, and other sticky substances from the floor. On resilient tile, Terrazzo, smooth sealed concrete, or other smooth finished floor surfaces, a treated dust mop shall be used to remove accumulated soil and litter. On rough, unsealed concrete or other floors where dust mopping is not effective, a broom shall be used. The entire area to be swept shall be thoroughly cleaned to remove dust, dry soil and other litter. Chairs and trash receptacles shall be tilted or moved to sweep underneath.

Once the floor has been swept (including corners), no soil shall be detected on a clean, white cloth when the cloth is pulled across the floor surface.

Rubber or polyester entrance mats shall be swept, vacuumed or hosed down to remove soil and grit. All entrance mats shall be lifted to remove soil and moisture from underneath and then returned to their normal location.

7. Cleaning Washrooms, Toilets, Restrooms, Sinks, and Washbowls

- a) Washrooms, toilets, restrooms, sinks, and washbowls 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, and water stains. Tanks of low-tank toilets shall be cleaned on exterior surface only.
- c) Urinals: Urinals shall be cleaned to remove rust, discoloration, stains, odors, and scale. Cleaning solution shall be flushed through the trap to reduce accumulation of scale.
- d) De-Scale Toilet Bowls and Urinals: Acid-type bowl cleaner and a nylon bowl mop shall be used to remove scale, scum, mineral deposits, rust stains, etc., from toilet bowls and urinals. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid-type bowl cleaner.
- e) Wash Bowls: Wash bowls 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.

- f) Slop or service sinks shall be cleaned to remove stains, rust, and scale.
- g) Mirrors shall be cleaned to remove all trace of film, smudge, and dirt.
- h) Toilet room floors shall be scrubbed, mopped, and rinsed until free from soap solution. 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.
- i) Toilet room walls, partitions, grilles, and woodwork with washable surfaces shall be washed in their entirety. Non-washable surfaces shall be spot-cleaned. Surface washing shall remove accumulations of dirt, streaks, and defacing marks.
- j) Shower areas: Showers shall be scrubbed and mopped with a germicidal cleaning solution and rinsed until free from cleaning solution. This will include shower areas in locker rooms.
- k) Servicing: Restrooms shall be inspected, re-supplied, and maintained for use by City staff during normal business hours. The City currently maintains a separate contract for the disposal of sanitary waste and stocking of sanitary products in the women's restrooms.
- l) The Contractor shall submit in writing to the City's Supervisor any malfunctioning valves or other sources of damage immediately.

8. Dusting

- a) Low Dusting: A lightly-treated dust cloth, lightly-treated hand held dusting tool, lamb's wool dusting tool, tank vacuum with dusting attachments, or a combination of these dusting tools shall be used to remove dust, lint, litter, dry soil, etc., from all surfaces below seven feet (7') from the floor surface. Items on furniture tops shall be dusted and replaced without disturbing papers. After complete dusting, all such surfaces, to include cracks, corners, and vents, shall have a uniform appearance that is free of streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removal of the soil from the area--not by re-arranging it from one surface to another.
- b) High Dusting: High dusting shall be defined as the removal of dust, cobwebs, oil film, etc., from all fixtures and surfaces above seven feet (7') from the floor. This shall include lights, grilles, light fixtures, pipes, sprinkler system, cables, ledges, walls, ceilings, vents, etc. High dusting shall be accomplished by using treated dust cloths, treated dusting tools, a damp sponge, and a tank vacuum with crevice tool, brush attachment, and wall attachment. After high dusting, all areas and surfaces above seven feet (7') shall blend in with the area below that height.

9. Cleaning and Disinfecting Drinking Fountains

A spray bottle of germicidal detergent, sponge or cloth, small percolator brush, abrasive pad, and lotion cleaners shall be used to remove all obvious soil, streaks, smudges, etc. from the drinking fountain and cabinet. All porcelain and polished metal surfaces, including orifices and drain, shall be disinfected. After cleaning and

disinfecting, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

10. Polishing Stainless Steel, Chrome, and Brass

The Contractor shall polish stainless steel, chrome, and brass surfaces with appropriate polishes and a soft cloth. The Contractor shall use clean cloths, glass cleaner, detergent, and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc. that polish cannot remove. Surfaces shall be finish cleaned with dry cloths, leaving surface dry to the touch.

11. Spot Cleaning Furniture

Clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleaner shall be used to remove smudges, fingerprints, marks, streaks, tape, etc., from the surface of stairs, telephones, lamps, tables, cabinets, counters, shelves, and all other types of furniture and surfaces which are considered to be building surfaces or building fixtures. Typewriters, calculators, computers, staplers, and other similar desk items are not to be disturbed. Desks, credenzas, and other furniture in offices will not be cleaned.

All cleaners, solutions, etc. used shall be pre-tested to insure that discoloration of fabric or finish does not occur with use.

12. Vacuuming Upholstered Furniture

The Contractor shall use carpet upholstery attachment to remove visible soil and debris from all furniture.

13. Removal of Carpet Stains

A carpet stain remover dampened utility brush, clean cloths, aerosol gum remover, and/or wet/dry tank vacuum shall be used to remove stains from carpeted floors. The Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover. Carpet stain remover shall be applied onto the stain followed by use of a utility brush, if required. After the stain has dissolved, the Contractor shall blot, vacuum and rub the stain in such a manner as to prevent spreading the stain further.

All cleaners, solutions, etc. used shall be pre-tested to insure that discoloration of fabric or finish does not occur with use.

14. Stripping and Finishing Resilient Tile and Terrazzo Floors

- a) Stripping shall be defined as the complete removal of all finish and/or sealer from visible floor surfaces, as well as from those floor surfaces which can be exposed by the removal of non-fixed furnishings. Actual flooring shall not be damaged during the stripping process. Stripping shall also include the complete removal of all marks, scuffs, stains, etc., except in cases where there is damage to the floor surface.

The stripping chemical(s) shall be used in accordance with the manufacturer's directions. The floor shall be scrubbed with a single disc floor machine

equipped with a stripping pad, except for those areas where the use of a manual scrubbing device is more appropriate (along walls, in corners, etc.). The stripping solution and rinse water shall be picked up with a wet/dry vacuum except in areas where its use is impossible or impractical (very small areas, areas with low amperage circuits, etc.).

All floor surfaces where stripper solution has been applied shall be thoroughly rinsed with clean water. When a wet/dry vacuum is used, the area should be rinsed at least once after the solution has been removed. If a mop is used to pick up the solution, the area should be rinsed at least twice.

- b) Refinishing shall be defined as the proper application of at least two (2) coats of finish to high traffic areas such as corridors, waiting areas, lobby, etc. One coat of finish shall be applied to areas receiving low traffic, such as office areas.

The finish shall be applied with a clean, fine-strand rayon mop head. Once removed from its original container, finish shall not be returned to that container.

After the finish has dried, the reflectance shall be uniform with no visible streaks or swirls. No stripping solution or finish shall remain on baseboards, doors, or other non-floor surfaces.

- c) Terrazzo flooring will be finished with a slip and stain resistant acrylic type sealer and maintained per manufacturer's specifications.

7.0 SPECIFICATIONS-MATERIALS, EQUIPMENT, AND SUPPLIES

GENERAL

The Contractor shall furnish all materials, equipment, and tools necessary to perform all work defined in these specifications in the allotted time frames, except as noted herein.

MATERIALS

1. Contractor-furnished materials shall include cleaners, disinfectants, waxes, polishes, stripping materials, trash bags, sand for urns, and any other custodial products required to fulfill the intent of the contract.
2. 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.
3. The materials furnished by the Contractor shall be of the most suitable grade of their respective type for the intended purpose. The Director of Capital Programs and Facilities or his designated representative shall decide all questions concerning acceptability and approval of materials for use in the fulfillment of this contract.
4. Bidder shall submit with his/her BID FORM a complete list of materials Contractor proposes to supply in the performance of this contract, to include type,

manufacturer, brand name, and manufacturer's number, etc. Contractor shall be required to submit and keep current MSDS/SDS sheets at the job site.

EQUIPMENT AND TOOLS

1. The Contractor shall furnish and maintain all necessary cleaning equipment, including power driven floor-scrubbing machines, backpack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc. needed for the performance of the work.
2. 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. All equipment shall be maintained for optimal performance; equipment shall be kept clean and properly stored.
3. All equipment shall have bumpers and/or guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.
4. Electrical equipment used by the Contractor shall meet all safety requirements of this contract. The equipment must operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combination of equipment, which requires power exceeding the capacity of existing building circuits.
5. Bidder shall submit a complete listing of all equipment, indicating description and quantity that will be used to perform this contract. Specify whether the equipment will be stored on site or transported on a daily basis.

SUPPLIES

1. Bidder shall submit with his/her bid a complete list of supplies that he/she proposes to provide in the performance of this contract. List shall include brand names and estimated monthly quantities. The City may require samples of the products offered.
2. Contractor shall adhere to the following product regulations during the performance of the contract:
 - a) Labeling of Supplies/Chemicals: The Contractor shall purchase and issue all chemicals in their original containers. 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.
 - b) Slip Resistance: The Contractor shall verify that all floor finishes, seals, spray-buff solutions, and other such chemicals applied to non-carpeted flooring provide adequate protection against slippery floors. Any observed instances of slick floors shall be corrected immediately upon discovery.
 - c) Germicidal Properties: The Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency (EPA) registration

number.

8.0 SPECIFICATIONS-TASKS AND DUTIES TO BE PERFORMED (MINIMUM)

GENERAL AREAS

1. Empty wastebaskets. **DAILY**
2. Clean and service all sand urns. **DAILY**
3. Dust all furniture, desk chairs, tables, file cabinets, and bookcases. **DAILY**
4. Dust/Vacuum heating vents. **WEEKLY**
5. Dust/clean/wipe all telephones. **WEEKLY**
6. Clean drinking fountains. **DAILY**
7. Clean interior glass, including all entrance doors. **DAILY**
8. Remove fingerprints from door, frames, light switches, kick/push plates. **WEEKLY**

OFFICE AREAS

1. Empty wastebaskets. **DAILY**
2. Dust all furniture, desk chairs, tables, file cabinets, and bookcases, except for those in individual offices. **DAILY**
5. Dust/vacuum heating vents. **WEEKLY**
6. Clean drinking fountains. **DAILY**
7. Clean interior glass, including all entrance doors. **DAILY**
8. Remove fingerprints from doors, frames, light switches, kick/push plates. **WEEKLY**

REST ROOMS

1. Empty wastebaskets. **DAILY**

2. Clean restroom partitions. **WEEKLY**
3. Clean and polish all mirrors. **DAILY**
4. Clean, sanitize, and polish all vitreous fixtures, including toilet bowls and seats, hand basins, and urinals. **DAILY**
5. Wash all tile walls. **WEEKLY**
6. Damp mop with detergent and sanitize all floors. **DAILY**
7. Remove fingerprints from doors/door handles. **DAILY**
8. Machine scrub floors. **MONTHLY**

RESILIENT AND HARD FLOORS

1. Chemical mop/sweep all floors/stairwells. **DAILY**
2. Clean/damp mop spots. **AS NEEDED**
3. Spray-buff all traffic areas. **TWICE WEEKLY**
5. Strip, seal, and restore finish. **YEARLY**
7. Clean and polish baseboard/cove base. **QUARTERLY**

CARPETED FLOORS

1. Vacuum all carpet. **DAILY**
2. Spot clean carpet. **AS NEEDED**
3. Shampoo and restore all carpet. **YEARLY**

Any changes to the above schedule must be approved by the Director of Capital Programs and Facilities or his designated representative.

The City's contact person shall be Veronica Thomas, General Services Supervisor, Capital Programs and Buildings, (757)514-7636, vthomas@suffolkva.us.

If the Contractor is unable to perform the work in the time required, the City reserves the right to obtain services from another qualified contractor.

Any work not conforming to the specifications or not meeting the approval of the City's representative shall be corrected as specified by the City's representative at no additional cost to the City.

Contractor shall be able to arrive at the City of Suffolk within two (2) hours to personally address any problems should the need arise.

It is understood and agreed that the City will not guarantee any minimum amount of work. Any contract resulting from this solicitation shall obligate the City to utilize the successful bidder for the services described. Should the Contractor fail to respond within the designated time, the City reserves the right to secure services from other sources; the Contractor shall be liable for any additional expense.

The Contractor shall submit an invoice with a signed copy of all work orders. invoice submitted ***shall be itemized per established rates***. Payment will be made in accordance with normal monthly payment schedules; terms will be net thirty (30) days. All invoices must be submitted within forty-five (45) days following completion of job.

All invoices shall be sent to Veronica Thomas, General Services Supervisor, Capital Programs & Buildings, at 442 W. Washington Street, Suffolk, VA 23434.

The City reserves the right to add or delete facilities or to procure additional related services on an as-needed basis. For each additional service proposed by the City, the contractor shall provide a written description of the services to be provided. Fees and schedules for additional service shall be subject to negotiation; if mutually acceptable terms are not achieved, the City reserves the right to obtain the necessary services from other sources.

9.0 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) business 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. In case of error in the extension of prices, the weekly 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 and any supplemental documents or appendixes, the main body of the IFB 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. **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).
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.

10.0 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 litigation 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)

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

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

The City prefers to make payment with the City's Purchasing Card. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment?

Yes _____ No _____

18. **Laws, Regulations**: The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
19. **Contractor's License**: If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a Contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

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

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

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

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

“**Licensed Class A Virginia Contractor Number** _____.”

“**Licensed Class B Virginia Contractor Number** _____.”

“**Licensed Class C Virginia Contractor Number** _____.”

20. **License Requirement:** All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue’s Office, (757) 514-4260 or email comrev@suffolkva.us
21. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either:
- a. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
 - b. Notify the City and Subcontractor, in writing, of his intention to withhold all or a portion of the Subcontractor’s payment and reason for non-payment.

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

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

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

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

22. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under the contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of the contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
23. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval, acceptance of, or payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
24. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
25. **Safety:** All Contractors and sub-contractors performing services for the City are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to persons or property within and around the work site area under this contract.
26. **Scheduling and Delays:** The parties to this contract acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.

27. **Severability**: If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

28. **Termination for Convenience**: The City may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

29. **Termination for Cause**: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

30. **COVID-19 Procedures**: All Contractors and sub-contractors performing services for the City are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Center for Disease Control (CDC) and all other City and State rules and regulations. Contractor's employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Contractor shall report if an employee who is positive for COVID-19 has been at the worksite to the Department in which they are working for immediately. Contractor shall keep confidential the identity of the known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

BID FORM

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

BID: Custodial Services

DUE: July 28, 2021

TIME: 3:00 p.m., Local

_____ **(Company)** agrees to furnish all labor, equipment, and supplies to provide Custodial Services for City of Suffolk owned and/or operated facilities in accordance with specifications and conditions herein.

Annual amounts will be based on 52 weeks a year.

<u>Location</u>	<u>Service</u>	<u>Frequency</u>	<u>Weekly Rate</u>	<u>Annual Bid Amount</u> (Weekly rate x 52)
Police Headquarters	Buffing Floors	2 days/week	\$ _____	\$ _____
Animal Control	General Cleaning	2 days/week	\$ _____	\$ _____
Godwin Courthouse	General Cleaning	5 days/week	\$ _____	\$ _____
Police Precinct 1	General Cleaning	5 days/week	\$ _____	\$ _____
Police Precinct 2	General Cleaning	5 days/week	\$ _____	\$ _____
Total Annual Bid Amount				\$ _____

Award will be determined based on Total Annual Bid Amount

Bidder shall submit with his/her BID FORM a complete list of materials Bidder proposes to supply in the performance of this contract, to include type, manufacturer, brand name, and manufacturer's number, etc. Bidder shall be required to submit and keep current MSDS/SDS sheets at the job site.

REFERENCES

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

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

2)	_____	_____	_____	_____

3)	_____	_____	_____	_____

Payment Terms/Discounts _____ (Suffolk's payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than 30 days from receipt of proper invoice will not be considered in award.)

Bidder has included the following with his BID FORM (please check):

- _____ "Anti-collusion/Nondiscrimination/Drug Free Workplace" clause
- _____ Proof of Authority to Transact Business in Virginia form
- _____ Signature Sheet

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

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

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

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

SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Suffolk and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Suffolk, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Suffolk as specified in Conditions and Instructions Section of this IFB.

I hereby certify that I am authorized to contract and sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____ **Telephone No.** _____ **Fax No.** _____

Name (type/print): _____

Title: _____

Email address : _____

Signature: _____

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

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

NONDISCRIMINATION CLAUSE:

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

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

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2 an Bidder/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 bid/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Bidder/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 bid/bid a statement describing why the Bidder/Bidder is not required to be so authorized. Any Bidder/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. _____ Bidder/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

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

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

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

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

Legal Name of Bidder/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXCEPTION PAGE

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

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

Firm: _____

Date: _____

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

Firm: _____

Date: _____

Exceptions: _____

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

INSURANCE REQUIREMENTS

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for two (2) years after delivery date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits, General Liability:

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

b. Automobile Liability

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

Minimum Limits, Automobile Liability:

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

c. Workers' Compensation

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

d. Umbrella/Excess Liability

\$2,000,000 umbrella/excess liability coverage

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.

2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The bidder's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
7. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
8. The bidder shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Manager.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.