



INVITATION FOR BID

City of Suffolk

IFB# 23016-JA

August 16, 2022

Purchasing Division

442 W. Washington Street, Room 1086

Suffolk, VA 23434

Phone: (757) 514-7520 Fax: (757) 514-7524

Grounds Maintenance Services Economic Development Authority (EDA)

Scope of Work: The intent of this Invitation for Bid (IFB) is to furnish all labor, equipment, transportation, permits and fees necessary to provide grounds maintenance services on an AS NEEDED BASIS for Suffolk Industrial Park, Northgate Commerce Park, Wilroy Industrial Park, Obici Place (1900 N. Main St.) and the Health and Human Services Building Property (135 Hall Avenue) in accordance with all specifications, terms, and conditions herein. This shall facilitate the establishment of contracts for the Economic Development Authority (EDA).

Bid Due: 3:00 p.m., September 15, 2022

Contract Officer: Julie Allison
Julie Allison, Senior Buyer, jallison@suffolkva.us

The Buyer, Julie Allison is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to her at this email address: jallison@suffolkva.us. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement. All questions concerning bid must be in writing and received five (5) business days prior to the bid opening.

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed above, until the time and date shown above (local prevailing time), for furnishing the items or services described in the bid. **Full bid documents can be downloaded at the City of Suffolk website www.suffolkva.us.**

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 previous page signature certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

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

BID OPENING

Bids shall be publicly opened and read aloud on the date that the bids are accepted. Public opening will be held on September 15, 2022 at 3:00 PM (local prevailing time), in the City of Suffolk City Hall, Conference Room # 4, located at 442 W. Washington Street, Suffolk, VA 23434-5237.

ALL BIDS MUST BE SUBMITTED TO PURCHASING PRIOR TO 3:00 P.M.

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

SUBMITTALS

Bidder should submit the entire IFB as their bid package.

INVITATION FOR BID

Grounds Maintenance Services-Industrial Parks

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ATTACHMENT C – Northgate Commerce Park

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ATTACHMENT E – Health and Human Services Property (135 Hall Avenue)

PURPOSE

The intent of this Invitation for Bid (IFB) is to furnish all labor, equipment, transportation, permits and fees necessary to provide grounds maintenance services on an AS NEEDED BASIS for Suffolk Industrial Park, Northgate Commerce Park, Wilroy Industrial Park, Obici Place (1900 N. Main Street) and Health and Human Services Building Property (135 Hall Avenue) in accordance with all specifications, terms, and conditions herein. This shall facilitate the establishment of contracts for the Economic Development Authority (EDA).

COMPETITION INTENDED

It is the City's/EDA'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 no later than five (5) business days prior to the date set for bids to close.

CONTRACT PERIOD

The contract shall cover the period from November 1, 2022 through October 31, 2023.

The City/EDA reserves the option to renew this contract for two (2) additional one-year periods ending October 31, 2025. Unless notified in writing thirty (30) days prior to the expiration date, the contract will automatically renew during these periods.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or 3%. Any increase in rate must be submitted sixty (60) days prior to contract renewal. The City/EDA does not guarantee approval of any rate increase.

SCOPE OF SERVICES

General

- A. Contractor(s) shall provide all labor, materials, transportation, equipment, licenses, permits, etc. necessary to provide grounds maintenance services at the following locations:
- Suffolk Industrial Park: (located off Carolina Road) as seen in Attachment A.
 - Wilroy Industrial Park: Progress Road (located off Wilroy Road) as seen in Attachment B.
 - Northgate Commerce Park: Northgate Commerce Parkway (located off Nansemond Parkway) as seen in Attachment C.
 - Obici Place: 1900 N. Main Street as seen in Attachment D.

- Health and Human Services Building Property: 135 Hall Avenue as seen in Attachment E.
- B. Grass shall be mowed and trimmed on a weekly basis throughout the growing season----May through October----and on an AS NEEDED BASIS during the remainder of the contract period as instructed and scheduled by the Department of Economic Development for the EDA. The City/EDA reserves the right to add or delete locations or portions of locations at any time during the contract period; the City/EDA reserves the right to adjust cutting intervals or cancel the contract at any time during the contract period
- C. Standard weekly grass cuttings shall include cutting and trimming grass to maintain a grass height not to exceed 3" with reasonable uniformity. The City/EDA reserves the right to amend the cutting height requirements or reduce/increase the frequency of cuttings.
- D. In addition to cutting and trimming grass, the Contractor shall be required to remove from the property any heavy accumulation of turf clippings; sweep clippings from sidewalks, curbs and building entrances; (weed-eater) trim grass next to foundations, signs, fences, light poles, fire hydrants, street sign posts, trees, and other permanent objects; edge curbs, sidewalks, driveways and planting beds; and provide weed control in cracks and expansion joints
- E. If requested, work shall include mowing of ditches and drainage basins, and wet weather conveyances.
- F. Contractor shall complete work on each location at one cutting, unless otherwise approved by the City/EDA. (For example: Contractor **MAY NOT** cut one half of Wilroy Industrial Park on Tuesday and finish the remaining area on Thursday.)
- G. Contractor shall use commercial grade OPEI/UL approved equipment maintained in good working condition and appropriately equipped with safety devices. Contractor shall have adequate equipment and manpower necessary to complete the job in the time allotted. Equipment and available manpower must be listed on the BID FORM.
- H. Contractor may use Roundup or other non-selective post-emergent herbicide to edge permanent objects such as fences, posts, and concrete objects. Herbicides must be environmentally safe and comply with all federal, state, and local regulations.
- I. Contractor shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders and adjacent property from injury/damage. Contractor shall furnish and maintain insurance coverage and shall indemnify and hold harmless the City of Suffolk and EDA in substantial accordance with the attached.
- J. Contractor shall be responsible for removing from obvious litter prior to mowing and shall remove from the property excess grass cuttings if such would detract from the appearance of the area.

- K. Contractor shall ensure the safety of all workers and the traffic traveling near the work area, proper traffic control devices shall be installed. The Manual of Uniform Traffic Control Devices (MUTCD) latest edition and Virginia Work Area Protection Manual (latest edition) must be adhered to while performing this service.

Services for Each Park

Grounds maintenance shall be performed at the property locations as specified below:

1) SUFFOLK INDUSTRIAL PARK – Attachment A

- A 20-foot strip of grass shall be cut along either side of Obici Industrial Boulevard. The grass shall be cut in the common areas only and not in front of business. (Maintain weekly.)
- All EDA owned parcels to be mowed are marked with green and white for sale signs.
- Contractor shall cut grass along the left side of Amedeo Court through the turnabout. (Maintain weekly)
- Contractor shall cut all grass at the entrance of the Industrial Park, bordering the berm along Carolina Road and along the left side of Obici Industrial Boulevard. Maintenance shall include approximately a one acre area surrounding the SUFFOLK INDUSTRIAL PARK sign. (Maintain weekly.)
- Contractor shall cut grass and vegetation on the property surrounding the ponds at the end of Amedeo Court and Obici Industrial Drive (Maintain weekly)
- Flower beds and trimming of shrubs shall be maintained seasonally in the area surrounding the Suffolk Industrial Park sign. All mulching will require prior approval on a job-by-job basis.
- Buildings and property occupied by *private owners* will be maintained by those owners.

2) WILROY INDUSTRIAL PARK – Attachment B

- Entranceway to Wilroy Industrial Park, located on the right hand corner of Wilroy Road and Progress Road, shall be mowed and trimmed to include the corner of the main road back to the railroad tracks and approximately 20 feet beyond the boundaries of the WILROY INDUSTRIAL PARK sign. (Maintain weekly.) Grass along left of entranceway will be maintained by a private resident.

- Opposite entranceway to Wilroy Industrial Park, located on the left hand corner of Nansemond Parkway and Progress Road, shall be mowed and trimmed to include at least a 20-foot perimeter around the WILROY INDUSTRIAL PARK sign and all ditches and banks. (Maintain weekly.) Grass along the right entranceway will be maintained by *private owners*.
- All other buildings and property occupied at Wilroy Industrial Park will be maintained by individual owners.

3) NORTHGATE COMMERCE PARK – Attachment C

- Contractor shall maintain the mowing of the Median strip at the entrance to Northgate Commerce Park (Maintain weekly.)
- Contractor shall maintain mowing of all grass and vegetation surrounding the 2 ponds on Nansemond Commerce Parkway to the right and left of Industrial Drive (see Attachment C). Contractor shall also be responsible for maintaining the perimeter around the pump station.
- All other buildings and property occupied at Northgate Commerce Park will be maintained by individual owners.
- Trees and shrubs shall be trimmed seasonally. Flower beds shall be maintained seasonally. All mulching will require prior approval on a job-by-job basis.

4) OBICI PLACE (1900 N. Main Street) – Attachment D

- Contractor shall mow grass on the entire undeveloped South parcel +/- 3.4 acres and entire triangle parcel South of South Parcel +/- 0.3 acres. (Maintain weekly)
- Contractor shall mow grass on the Main Street median in front of Obici Place and the Memorial Avenue median. (Maintain weekly)
- Contractor shall maintain the flower beds to be free of grass and weeds on the Main Street median and the Memorial Avenue median. (Maintain twice monthly)
- Contractor shall trim all shrubs, trees and bushes and service the flower beds seasonally. All mulching will require prior approval on a job-by-job basis.

5) **HEALTH AND HUMAN SERVICES BUILDING PROPERTY (135 Hall Avenue) – Attachment E**

- Contractor shall mow grass surrounding the property along Hall Avenue, Culloden Street and Fairgrounds Lane. (Maintain weekly)
- Contractor shall mow grass on HHSB property next to Birdsong Peanuts building. (Maintain weekly)
- Contractor shall mow grass surrounding the pond outside the fencing. (Maintain weekly)
- Contractor shall mow all grass and maintain vegetation surrounding the pond inside the fencing. (Maintain twice monthly)
- Contractor shall trim all shrubs, trees and bushes and service the flower beds seasonally. All mulching will require prior approval on a job-by-job basis.

As an option, the City/EDA may require additional ground maintenance services for its properties, to include mulching, planting of flowers and shrubs, and the application of chemical treatments. The Contractor is requested to provide pricing for mulching in the space provided on the BID FORM. Additional planting of flowers and shrubs, and requests for chemical treatments, and other grounds maintenance services will be negotiated on a job-by-job basis.

It shall be the Bidder's responsibility to examine and understand the requirements of the bid documents and visit the job site(s) to familiarize himself with boundaries and/or local conditions that may in any manner affect cost, progress, or performance of the work.

References

All bidders shall include, with their bids, a list of at least three (3) current commercial references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

Bid Evaluation and Award

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

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

The City reserves the right to award by location or in total to one vendor.

The City reserves the right to add or delete locations.

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 IFB shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. **Late Bids:** Bids and amendments thereto, if received by the City's Purchasing Division ("Purchasing") after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. **City Hall Closure:** If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.
5. **Competition Intended:** It is the City's intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Contract Officer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the IFB to a single source. Such notifications must be received by the Contract Officer five (5) days prior to the date set for the bids to close.
6. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the bidder of his obligation to fill all orders placed by the City, except as clearly noted.
7. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
8. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
9. **Bidder Qualifications:** Only bids from established Bidders for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions

herein. The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- Bidder does not meet project-specific requirements, as identified in the Contract Documents

10. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.
11. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
12. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
13. **Capacity of Bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
14. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
15. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
16. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. The respondents to this IFB shall not contact, either directly or indirectly, any other

employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

17. **Debarment Status:** By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
18. **Ethics in Procurement:** Bidders, Offerors, Contractors or Consultants must provide written disclosure with their bid or proposal if one of its officers, directors, trustees, partners, employees or lenders is an employee or an immediate family member (as defined by §2.2-4368 of the Virginia Public Procurement Act) of the City who is involved personally or substantially participates in this procurement transaction or owns or controls an interest of more than three percent (3%) of the company or received more than \$5,000 annually from the Bidder, Offeror, Contractor, or Consultant.
19. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website <http://apps.suffolkva.us/bids/>. It is the bidder's responsibility to check the website or contact Purchasing prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued addenda shall be indicated on the bid form in the appropriate spaces. Failure to acknowledge all addenda will result in bid being non-responsive.
20. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person, electronically, or by certified mail.
21. **Award:** Award will be made to the lowest responsive and responsible bidder based on the Total Bid Amount. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids. Determination of low bid shall be determined by the audited figure shown on the pricing page titled 'Total Bid Amount'. In case of error in the extension of prices, the unit price shall govern.
22. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: <http://apps.suffolkva.us/bids/>
23. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.

24. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
25. **City's Rights:** The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
26. **Appeals Procedure:** Upon bidder's request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the Contract Officer at once for assistance.
27. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.
28. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by Purchasing, the contract documents shall control.
29. **Precedence of Documents:** In interpreting this Invitation for Bid (IFB) and resolving any ambiguities between the main body of the IFB (Sections A, B and C) and any supplemental documents or appendixes, Sections A, B, and C shall take precedence over any supplemental documents.
30. **Governing Document:** The solicitation document maintained by Purchasing, in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.
31. **Negotiation:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within the available funds.
32. **Cooperative Agreements:** If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful bidder(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the bidder's responsibility to notify the jurisdictions of the availability of contract(s).

33. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
34. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
35. **Brand Names:** The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision "or approved equal". If qualified by the provision "or approved equal" the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City's sole judgment if a substitute product offered is an approved equal and acceptable.
36. **Standard Equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
37. **Anti-Discrimination:** By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1(E)).

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

1. During the performance of this contract, the bidder agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

CONTRACT TERMS AND CONDITIONS

1. **Alien Employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
2. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
3. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
4. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the EDA, 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 EDA, in writing.

It is understood and agreed to by both the EDA and the Contractor that such modifications or additions to this Contract shall be made only by the full execution of the EDA's standard Contract Change Order Form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Contract prior to the EDA'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 EDA.

5. **Contractor's Form:** In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form agreement, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
6. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.
7. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City/EDA's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City/EDA, 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/EDA of any other rights or remedies available to the City/EDA by law or contract.
8. **Contractual Disputes:** Bidder, Offeror, Contractor or Consultant agree all contractual disputes will be conducted in accordance with provision §2.2-4363 of the Virginia Public Procurement Act.

9. **Copyright Protection**: The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
10. **Default**: In event of default by the Contractor, the City/EDA 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/EDA shall not release the Contractor from additional remedies that may be allowed by law.
11. **Drug-Free Workplace**: During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

12. **Entire Agreement**: This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
13. **Exemption from Taxes**: The City is exempt from state sales tax and federal excise tax. A tax exempt certificate indicating the City's tax exempt status will be furnished by the City upon request.
14. **Governing Law**: This Contract is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

15. **Indemnification:** Contractor shall defend and indemnify the City, and the City's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
16. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
17. **Payment Terms:** Payment terms shall be 'Net 45' days, from the date of Contractor invoice approval by the City.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the Contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the Contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

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

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

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
 P.O. Box 1858
 Suffolk, VA 23434

BID: Grounds Maintenance Services-
 EDA Properties
DUE: **September 15, 2022**
TIME: 3:00 p.m., Local

_____ (Company) offers to furnish all labor, equipment, vehicles/transportation, materials, permits and fees, and insurance required to provide annual Grounds Maintenance Services for the EDA Properties in accordance with all specifications, terms, and conditions herein. **Quantities are estimates for bid purposes only.**

The bids will be evaluated and awarded based on the lowest responsive and responsible Bidder based on **TOTAL BID** amount.

| | | <u>Unit Price Per cutting</u> | <u>Annual Amount</u> (32 x unit price) |
|---|-------------|-----------------------------------|---|
| 1) <u>SUFFOLK INDUSTRIAL PARK</u> | | | |
| • Cut 20-foot strips along Obici Industrial Blvd. | 32 Cuttings | _____ | _____ |
| • Cut grass along left Amedeo Court through turnabout | 32 Cuttings | _____ | _____ |
| • Cut grass at entrance by Carolina Road lot | 32 Cuttings | _____ | _____ |
| • Cut vegetation surrounding both ponds | 32 Cuttings | _____ | _____ |
| • Trim shrubs and maintain flower beds | Seasonal | _____ | _____ |
| GRAND TOTAL (Suffolk Industrial Park) | | \$ _____ | |

| | | <u>Unit Price Per cutting</u> | <u>Annual Amount</u> (32 x unit price) |
|---|-------------|-----------------------------------|---|
| 2) <u>WILROY INDUSTRIAL PARK</u> | | | |
| • Cut entranceway at corner of Wilroy and Progress Roads | 32 Cuttings | _____ | _____ |
| • Cut entranceway at corner of Nansemond Pkwy. & Progress Rd. | 32 Cuttings | _____ | _____ |
| GRAND TOTAL (Wilroy Industrial Park) | | \$ _____ | |

| | | <u>Unit Price</u> <u>Per cutting</u> | <u>Annual</u> <u>Amount</u> (32 x unit price) |
|--|-------------|---|---|
| 3) <u>NORTHGATE INDUSTRIAL PARK</u> | | | |
| • Cut median at entrance of Northgate Commerce Parkway | 32 Cuttings | _____ | _____ |
| • Cut vegetation surrounding two (2) ponds at Industrial Drive | 32 Cuttings | _____ | _____ |
| • Trim trees and shrubs, maintain flower beds | Seasonal | _____ | _____ |
| GRAND TOTAL (Northgate Industrial Park) | | \$ _____ | |

| | | <u>Unit Price</u> <u>Per cutting</u> | <u>Annual</u> <u>Amount</u> (32 x unit price) |
|---|-------------|---|---|
| 4) <u>OBICI PLACE (1900 N. Main Street)</u> | | | |
| • Cut entire undeveloped South Parcel and triangle parcel | 32 Cuttings | _____ | _____ |
| • Cut Main Street and Memorial Avenue medians | 32 Cuttings | _____ | _____ |
| • Maintain flower beds in medians of Main Street and Memorial Avenue Cultivations | 16 Cuttings | _____ | _____ |
| • Trim shrubs, trees and bushes | Seasonal | _____ | _____ |
| GRAND TOTAL (Obici Place) | | \$ _____ | |

| | | <u>Unit Price</u> <u>Per cutting</u> | <u>Annual</u> <u>Amount</u> (32 x unit price) |
|--|-------------|---|---|
| 5) <u>HEALTH AND HUMAN SERVICES BUILDING PROPERTY</u> | | | |
| • Cut property surrounding building at Hall Avenue and Culloden Street | 32 Cuttings | _____ | _____ |
| • Cut area next to Birdsong Peanuts Building on Culloden Street | 32 Cuttings | _____ | _____ |

List all **equipment** to be used by Contractor for this contract. Contractor must list all equipment. Use back of BID FORM if additional space is needed.

| | <u>Quantity</u> | <u>Description</u> | <u>Manufacturer</u> |
|-----|-----------------|--------------------|---------------------|
| 1) | _____ | _____ | _____ |
| 2) | _____ | _____ | _____ |
| 3) | _____ | _____ | _____ |
| 4) | _____ | _____ | _____ |
| 5) | _____ | _____ | _____ |
| 6) | _____ | _____ | _____ |
| 7) | _____ | _____ | _____ |
| 8) | _____ | _____ | _____ |
| 9) | _____ | _____ | _____ |
| 10) | _____ | _____ | _____ |
| 11) | _____ | _____ | _____ |
| 12) | _____ | _____ | _____ |

Manpower: The Contractor has _____ (number) of employees available to his/her company to perform mowing services as needed for this contract.

Company has _____ years of experience.

REFERENCES

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

| | <u>Client/Address</u> | <u>Date</u> | <u>Contact Person</u> | <u>Phone No.</u> |
|----|-----------------------|-------------|-----------------------|------------------|
| 1) | _____ | _____ | _____ | _____ |
| | _____ | | | |
| | _____ | | | |
| 2) | _____ | _____ | _____ | _____ |
| | _____ | | | |
| | _____ | | | |
| 3) | _____ | _____ | _____ | _____ |
| | _____ | | | |
| | _____ | | | |

Payment Terms/Discounts _____ (The EDA’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
 - _____ List of equipment

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

| <u>Date</u> | <u>Number</u> |
|-------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I will accept check delivered via UPSP as payment. **Yes** **No**

Company Name _____

Address _____

Person Quoting _____

Title _____

Telephone No.: _____

Fax: _____

Email Address: _____

Cell Phone # : _____

Social Security Number or FIN Number _____

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

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

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

Signature _____

Date _____

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

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

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

NONDISCRIMINATION CLAUSE:

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

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

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

_____.

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

_____.

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXCEPTION PAGE

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

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

Firm: _____

Date: _____

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

Firm: _____

Date: _____

Exceptions: _____

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

INSURANCE REQUIREMENTS

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after delivery date.

a. General Liability

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

Minimum Limits

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

b. Automobile Liability

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

Minimum Limits

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

c. Workers' Compensation

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

d. Umbrella/Excess Liability

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

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added

as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
 4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
 6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
 7. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 8. The offeror shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.
- f. Notice of Cancellation and/or Restriction

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