



# City of Norfolk

**Request for Quotes (RFQ)  
RFQ 7319-0-2020/MF  
Fire Suppression Inspection Services**

**Quote Opening Date and Time: November 19, 2019 - 2:00 PM Eastern Time**

The City of Norfolk is seeking a responsible vendor to provide Fire Suppression Inspection and Preventative Maintenance according to the terms, conditions, and specifications of this solicitation.

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_ #2\_\_\_ #3\_\_\_ #4\_\_\_ (Please Initial)**

**OFFER**

By submitting this quote the undersigned (the "Bidder" or "Contractor") offers to provide the City of Norfolk, VA, a municipal corporation chartered by the Commonwealth of Virginia (the "City"), with the goods and/or services specified in this solicitation in accordance with the terms, conditions and requirements specified herein at the prices shown in Attachment H (Quote Form) to this Solicitation. The signature below shall be provided by an agent authorized to bind the company. Failure to execute this portion may result in quote rejection.

Bidder's Legal Name:

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Bidder Address:

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Virginia State Corporation Commission  
Number:

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Authorized Agent Signature:

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Authorized Agent Name (Printed):

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Authorized Agent Contact E-mail:

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Authorized Agent Contact Phone:

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Date:

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## SECTION I – SCOPE OF SERVICES

### A. **PURPOSE:**

The City of Norfolk (“City”) is seeking a responsible vendor to provide Fire Suppression Inspection and Preventative Maintenance, on an as needed basis, according to the terms, conditions, and specifications of this solicitation.

All qualified bidders are invited to respond to this Request for Quotes (“RFQ”) by submitting a quote consistent with the terms, conditions, and specifications stated herein.

### B. **SCOPE OF WORK:**

The contractor shall provide inspection and testing services for fire suppression systems as specified at locations within the City of Norfolk as listed on the Attachment H, Bid Form.

1. The contractor shall provide services as specified herein which may include, but are not necessarily limited to, inspection and testing of existing fire suppression systems and related equipment; and identification of defective components and reporting recommended corrective action, including cost estimates.
2. The contractor shall furnish all labor, materials, supplies, and equipment necessary to provide the required services in the identified buildings. All materials, supplies, and equipment furnished under the terms of the contract must be UL listed, Factory Mutual approved, and in compliance with applicable provisions of the NFPA.
3. All services provided under the contract must be provided in accordance with the City of Norfolk Code which includes the following entitlements: NFPA 72, 1996 and NFPA 10, 13, 25, and 110. The contractor shall comply with all NFPA and Fire Underwriters requirements, regulations, codes, ordinances and rulings applicable to this class of work.
4. The contract resulting from this solicitation shall not guarantee any work to be performed or a minimum of hours to be used during the agreement period.
5. Inspection and Testing Requirements:  
This section sets forth the minimum requirements for inspection and testing of all fire suppression systems for the identified buildings. NFPA 25 and NFPA 72 shall be used for the interpretation of requirements for inspection and testing procedures. The contractor must inspect and test all devices connected to the fire suppression systems, as may be applicable. The contractor must visually inspect components of each system to determine if they are free of corrosion, foreign material, physical damage, tampering or other conditions that could prevent operation. Where water damage is a possibility, the contractor must conduct an air test on the system at 15 psi prior to introducing water to the system.
6. Wet Pipe Sprinkler Systems - The contractor shall perform, each of the following for wet pipe sprinkler systems:

- a. Provide functional testing of alarm panel and audio/visual alarms as well as test all releasing devices to verify proper activation.
  - b. Provide full flow testing of each main drain to verify proper water supply and check for any obstructed or closed valves on the fire line.
  - c. Visually inspect all sprinkler heads and visible pipe and pipe fittings from the floor level to verify that all sprinklers are free of any obstructions, corrosion, paint, foreign materials or any physical damage and that the piping and the pipe fittings are in good condition and free of mechanical damage, leakage, corrosion, and misalignment.
  - d. Inspect sprinklers for proper placement and application to provide proper coverage in case of fire.
  - e. Inspect piping for any external loads that may be resting on or hung from the pipe, which may cause physical damage in the future.
  - f. Perform a functional test of all water flow signaling devices to verify that they operate according to manufactures' specifications as well as local and state codes and requirements.
  - g. Visually inspect all system components and perform routine maintenance on them to meet code requirements.
7. Dry Pipe Sprinkler Systems - The contractor shall perform, each of the following for dry pipe sprinkler systems:
- a. All procedures outlined under "Wet Pipe Sprinkler Systems."
  - b. Provide a functional trip test of the systems to ensure proper activation of the dry pipe valves.
  - c. Inspect and perform routine maintenance of the internal body and internal working parts.
  - d. Drain all low point drains.
8. Test Result Submittals - Upon completion of the testing and inspection procedures outlined herein, the contractor must submit full inspection reports, by building, including a list of deficiencies and/or notes and recommendations, including estimated repair costs.
- a. Field Test Reports and Certificates: The contractor must indicate and interpret system test results for compliance with performance requirements and as described in NFPA 10, 13, 25, 72, and 110.
  - b. The contractor must include Contractor's Material and Test Certificates for all systems and hydraulic calculations, where applicable.
  - c. All reports provided by the contractor shall be typed and presented in a neat, professional manner. A written report will be provided at the completion of the inspection visit and reviewed with the responsible party.

**C. SPECIFICATIONS**

Bids are hereby requested to provide the following services on an AS NEEDED basis for the inspection and preventive maintenance of the following Fire Suppression Systems:

- (4) Sprinkler Systems including their associated Backflow systems at the Moore Bridges Water Treatment Plant, 6040 Water Works Road, Norfolk, Virginia 23502
  - Bldg. #4 – wet
  - Bldg. #5 – wet

- Storehouse - wet
- Storage Building – dry
  
- (2) Sprinkler System including their associated Backflow system at the 37<sup>th</sup> Street Water Treatment Plant, 3700 Powhatan Ave, Norfolk Virginia 23508.
  - Bldg. #1 – wet
  - UV Bldg – wet

The contract resulting from this solicitation shall not guarantee any work to be performed or a minimum of hours to be used during the agreement period.

Contractor shall supply all labor, hardware, transportation, equipment and related materials necessary to perform a turnkey project.

Contractor shall perform all required periodic maintenance on five (5) wet pipe systems and 1 dry pipe system.

Contractor shall be responsible for performing the inspections on the indicated system IAW the applicable edition on NFPA #25 Standards for the Inspection, Testing, and Maintenance of Water Based Systems in Compliance with the International Fire Code.

**Reports** - A written report will be provided at the completion of the inspection visit and reviewed with the responsible party.

**Backflow Testing** - Annually perform fire suppression backflow inspection and testing IAW City of Norfolk Code by Certified Tester. Fill out and mail City Test Form to proper authority.

The City will provide the following:

- Access to each system
- Notification to alarm monitoring stations
- Have mechanic accompany technician while on site
- Have drawings of each system available on site

All work will be done during normal working hours (M-F 7:00 am to 4:00 pm)

## SECTION II – INSTRUCTIONS TO THE BIDDER

### **A. ISSUING OFFICE:**

City of Norfolk  
Office of the Purchasing Agent  
810 Union Street, Suite 303  
Norfolk, VA 23510  
Telephone: (757) 664-4023  
Fax: (757) 664-4018  
E-mail: melinda.fenton@norfolk.gov

### **B. RFQ SCHEDULE:**

<b>Event</b>	<b>Date</b>
RFQ Issued	November 8, 2019
Pre-bid conference	N/A
Question Deadline	November 14, 2019
RFQ Due	November 19, 2019
Contract Start	TBD

### **C. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:**

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFQ or any subject related to this RFQ is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

### **D. BIDDERS OF RECORD:**

Bidders receiving a copy of this RFQ from a source other than the Issuing Office should consult the City's Procurement website [www.norfolk.gov/purchasing](http://www.norfolk.gov/purchasing).

### **E. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDA:**

All questions relating to this solicitation shall be submitted via e-mail to Melinda Fenton, Procurement Specialist in the Office of the Purchasing Agent, at [melinda.fenton@norfolk.gov](mailto:melinda.fenton@norfolk.gov). For a question to be considered, the subject line of the e-mail must state the following: **RFQ No. 7319-0-2020/MF Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Bidders are cautioned that any written, electronic, or oral representations made by any City representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

**No questions will be considered if they are submitted after November 14, 2019 at 2:00 PM.**

**F. RFQ OPENING:**

Bidder shall ensure its quote is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this RFQ. Quotes received after the specified date and time will not be considered and will be returned to the Bidder unopened. Quotes shall be delivered to:

**Office of the Purchasing Agent  
810 Union Street, Suite 303  
Norfolk, Virginia 23510  
RFQ # 7319-0-2020/MF  
Title: Fire Suppression Inspection Services**

**G. BID SUBMITTAL REQUIREMENTS:**

Bidders should submit the quote documents with original signature. Quotes shall be submitted to the Issuing Office and shall include the following documents:

- 1) The completed cover page of this RFQ, which will contain:
  - a. Original signature of an agent authorized to bind the company
  - b. Requested contact information
  - c. Acknowledgment of any Addendum on page one (1)
- 2) Quote Form (Attachment H)
- 3) Attachments A – G
- 4) Bidders are encouraged to submit their quotes on recycled paper and to use double-sided copying.
- 5) Quotes shall be submitted utilizing the following requirements:
  - a. Bidders shall submit quotes in a sealed envelope or package, and clearly label the shipping/ mailing packaging as well as the outside of the envelope or package with the RFQ number, date and time of the RFQ Opening, and the Bidder's name and address. Quotes received by telephone, facsimile, or any other means of electronic transfer will not be accepted.
  - b. Include a statement setting forth the basis for protection of all proprietary information, if any.

**H. METHOD OF AWARD:**

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the lowest bidder(s) that is responsible whose quote complies with all of the provisions of the RFQ, provided that the amount does not exceed the amount of funds available to finance the contract. In the event that a responsive quote from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate the amount of the quote with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all quotes in whole or in part and to waive informalities. Bidders shall submit quotes, in accordance with the RFQ requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the quote of the selected Bidder(s) will be incorporated and made a part of any City contractual obligation when the award(s) is made.

The lowest total cost will be determined by Grand Total. Please see **Attachment H – Quote Form** to submit bid pricing.

Discrepancies between the multiplication of unit prices and extended prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

**I. BIDDER CERTIFICATION:**

Submission of a signed Quote Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the City, and that it will accept any award made to it as a result of the submission.

**J. NONCONFORMING TERMS AND CONDITIONS:**

If a bidder submits with its quote alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the quote will be subject to rejection as nonresponsive.

**K. DISPOSITION OF QUOTES:**

All materials submitted in response to this RFQ will become the property of the City. One (1) copy of each quote shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the quote will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section II, L. "Disclosure."

**L. DISCLOSURE:**

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidders must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire quote is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

**M. COST INCURRED IN RESPONDING:**

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of quotes or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

**N. ANTI-COLLUSION:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

**O. ETHICS IN PUBLIC CONTRACTING:**

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are

attached. The contractor shall abide by such provisions in submission of its quote and performance of any contract awarded. See Attachment B.

**P. NONDISCRIMINATION:**

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in the Code of the City of Norfolk Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

**Q. DEBARMENT CERTIFICATION:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFQ must be executed and returned with quote documents. See Attachment D.

**R. BIDDER INVESTIGATIONS:**

Before submitting a quote, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by City upon which the bidder will rely. No claims of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

**S. INCOMPLETE DOCUMENTS:**

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its quote, and has an affirmative obligation to notify the City Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the City Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to City.

**T. QUALIFICATION OF BIDDERS:**

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in quote rejection by the City.

**U. ALTERNATE QUOTE:**

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate quote clearly marked "ALTERNATE QUOTE". Alternate quotes will be automatically deemed nonresponsive and will not be considered for award. Such quotes will, however, be examined prior to awarding the contract contemplated herein and may result in either



cancellation of all quotes in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

**V. INFORMALITIES:**

The City reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a quote insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for the City to properly evaluate the quote by a bidder; the City reserves the right to require such additional information as it may deem necessary after the quote opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

**W. CITY OF NORFOLK BUSINESS LICENSES:**

The successful bidder must comply with the provisions of Chapter 24 (“Licenses and Taxation”) of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

**X. AUTHORITY TO TRANSACT BUSINESS:**

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written on the quote. Any bidder that is not required to be authorized to transact business in Virginia shall include in its quote a statement describing why the bidder is not required to be so authorized. The City may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the quote or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

**Y. QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING:**

No quote can be withdrawn after it is filed with the Office of the Purchasing Agent unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of quotes.

**Z. WITHDRAWAL OF QUOTE FROM CONSIDERATION AFTER QUOTE OPENING:**

After the opening of a quote, a bidder may withdraw its quote from consideration if the price of the quote is substantially lower than other quotes due solely to a mistake therein, provided the quote is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the quote, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the quote sought to be withdrawn. No partial withdrawals of quotes will be permitted after the time and date set for the quote opening.

The bidder must give notice in writing to the City Purchasing Agent of a claim of right to withdraw a quote and provide all original work papers, documents and other materials used in the preparation of the quote sought to be withdrawn, within two (2) business days after the date of quote opening. A quote may also be withdrawn if the City fails to award or issue a notice of intent to award the quote within ninety (90) days after the date fixed for opening quotes.

**AA. INTEREST IN MORE THAN ONE QUOTE AND COLLUSION:**

Multiple quotes received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a Bidder is interested in more than one quote for a solicitation both as a Bidder and as a subcontractor for another Bidder will result in rejection of all quotes in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a quote for the work. Any or all quotes may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

**BB. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT:**

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the City to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the City for the period of the Contract. The amount is only an estimate and the Bidder understands and agrees that the City is under no obligation to the Bidder to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the City may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other City contract(s), and that in analyzing its needs, the City may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the City does not guarantee that the Bidder will be the exclusive provider of the goods or services covered by the resulting contract.

**CC. NOTICE OF DECISION TO AWARD:**

When the City has made a decision to award a contract, a Notice of Decision to Award will be publicly posted.

**DD. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT:**

The City encourages small businesses and businesses owned by women and minorities and disabled veteran to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All bidders are requested to complete Attachment G to indicate the planned use of such businesses in fulfilling any resulting contract.

## SECTION III – CONTRACT TERMS AND CONDITIONS

### TERM

The term of this Agreement shall be for a period of five (5) years beginning on the date of award.

### INSURANCE REQUIREMENTS

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense.

COMMERCIAL GENERAL LIABILITY INSURANCE ("CGL") with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for two years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each claim, \$2,000,000 aggregate.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE. Contractor will furnish the City with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required above. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If the

Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Contract, the Contractor will furnish a certificate of insurance evidencing renewal of such coverage to the City within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this Agreement. Failure of the City, and, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Agreement.

**SUBCONTRACTOR'S INSURANCE.** The Contractor will require each of his Subcontractors for work performed under this Agreement to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the Subcontractor. Each Subcontractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Subcontractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Subcontractor's policies/certificates to the City.

#### **INDEMNIFICATION**

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

#### **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under this Agreement:

- 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 Agreement; or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to this Agreement

may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

**NOTICES**

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made when received by U.S. Mail or hand-delivery.

Notices to the City shall be addressed as follows:

City Manager  
City of Norfolk  
1101 City Hall Building  
810 Union Street  
Norfolk, Virginia 23510

With copy to:

City Attorney  
City of Norfolk  
900 City Hall Building  
810 Union Street  
Norfolk, Virginia 23510

Notices to Contractor shall be addressed to the name and/or title of the Contractor as set forth on Page 1 of the Bid.

**CITY OF NORFOLK BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 24 (“Licenses and Taxation”) of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

**DEFAULT AND TERMINATION**

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Agreement in whole or in part.

In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

#### **SUSPENSION OR TERMINATION OF AGREEMENT BY CITY**

The City, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise.

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

#### **ASSIGNMENT**

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

#### **INDEPENDENT CONTRACTOR**

Contractor shall at all times act as an independent contractor in the performance of this Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

#### **SEVERABILITY**

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

#### **WAIVER**

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

#### **CHANGES**

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

#### **GOVERNING LAW AND VENUE**

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

#### **ETHICS IN PUBLIC CONTRACTING**

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Contractor, pursuant to this Agreement are proper and in accordance therewith.

#### **NON-DISCRIMINATION**

In the performance of this Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

#### **DRUG FREE WORKPLACE**

During the performance of this Agreement, 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 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 by the City, the employees of which Contractor 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. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

#### **COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

#### **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership

and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.



## SECTION IV – ATTACHMENTS

### ATTACHMENT A – ANTI-COLLUSION STATEMENT

TO ALL BIDDERS: EXECUTE AND RETURN WITH QUOTE DOCUMENTS.

In the preparation and submission of this quote, on behalf of \_\_\_\_\_ (name of Bidder), we 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 competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Bidder hereby certifies that this agreement, or any claims resulting there from, 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 Norfolk has an interest in, or is concerned with, this quote; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this quote.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

## **ATTACHMENT B – ETHICS IN PUBLIC CONTRACTING**

### Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.  
(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

### Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

- (1) The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
- (2) The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
- (3) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- (4) The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

### Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.  
(Ord. No. 33,095, § 1, 9-11-84)

### Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.  
(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

- (1) No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
- (2) No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
- (3) No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- (4) If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- (i) Submit a bid or proposal for that procurement or any portion thereof; or
- (ii) Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

- (1) The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
- (2) Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.  
(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.  
(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.  
(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.  
Sec. 33.1-94—33.1-100. - Reserved.

Initial: \_\_\_\_\_

**ATTACHMENT C – NON-DISCRIMINATION**

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability or national origin, age, disability, genetic information, marital status, political affiliation, whistleblower activity, parental status, military service or any other characteristic protected by federal or state law. 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 the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: \_\_\_\_\_

**ATTACHMENT D – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**I. CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

- (A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;
- (B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**II. INSTRUCTIONS.**

- a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the

appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.** This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

**ATTACHMENT E – COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

I. **CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that -  
The Bidder and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise’s complete name)

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

II. **INSTRUCTIONS.**

- a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s/Bidder’s responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_



**ATTACHMENT F – COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANACT BUSINESS IN THE COMMONWEALTH**

**I. CERTIFICATION.**

A. The Bidder/Bidder (Please fill in with your enterprise's complete name)

\_\_\_\_\_ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission:

\_\_\_\_\_ B. 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 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_

**II. INSTRUCTIONS.**

- a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

**ATTACHMENT G – EQUAL OPPORTUNITY BUSINESS STATUS**

**I. CERTIFICATION**

Business Classification: Is your company a minority or woman owned business? Yes / No  
 If yes, please check the appropriate category:

<input type="checkbox"/>	African American (male)	<input type="checkbox"/>	African American (female)
<input type="checkbox"/>	Hispanic (male)	<input type="checkbox"/>	Hispanic (female)
<input type="checkbox"/>	Asian American (male)	<input type="checkbox"/>	Asian American (male)
<input type="checkbox"/>	American Indian (male)	<input type="checkbox"/>	American Indian (female)
<input type="checkbox"/>	Eskimo (male)	<input type="checkbox"/>	Eskimo (female)
<input type="checkbox"/>	Aleut (male)	<input type="checkbox"/>	Aleut (female)
<input type="checkbox"/>	Other (male)	<input type="checkbox"/>	Caucasian (female)
<input type="checkbox"/>		<input type="checkbox"/>	Other (female)

Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans. All prime contractors should furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s) \_\_\_\_\_  
 \_\_\_\_\_

a. Proposed Minority Category of Subcontractor(s) - please check appropriate category(ies):

<input type="checkbox"/>	African American (male)	<input type="checkbox"/>	African American (female)
<input type="checkbox"/>	Hispanic (male)	<input type="checkbox"/>	Hispanic (female)
<input type="checkbox"/>	Asian American (male)	<input type="checkbox"/>	Asian American (male)
<input type="checkbox"/>	American Indian (male)	<input type="checkbox"/>	American Indian (female)
<input type="checkbox"/>	Eskimo (male)	<input type="checkbox"/>	Eskimo (female)
<input type="checkbox"/>	Aleut (male)	<input type="checkbox"/>	Aleut (female)
<input type="checkbox"/>	Other (male)	<input type="checkbox"/>	Caucasian (female)
<input type="checkbox"/>		<input type="checkbox"/>	Other (female)

2. Proposed number of subcontracts: \_\_\_\_\_ (Please fill in)

3. Proposed description of commodity (e.g., masonry, hauling, insulation):  
 \_\_\_\_\_

4. Proposed description of project: \_\_\_\_\_  
 \_\_\_\_\_

5. Proposed Total value of awards to all subcontractors: \_\_\_\_\_

6. Proposed Total Number of minority subcontracts awarded: \_\_\_\_\_

If you do not propose the use of any subcontractors, please check here: \_\_\_\_\_

**II. INSTRUCTIONS**

The City encourages small businesses and businesses owned by women and minorities and disabled veteran to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to provide information in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

**ATTACHMENT H – QUOTE FORM**

Attached as a separate Excel spreadsheet.