

INVITATION TO BID

THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

City of Virginia Beach

Issuing Office:

PURCHASING DIVISION
PRINCESS ANNE EXECUTIVE PARK
2388 COURT PLAZA DRIVE
VIRGINIA BEACH, VIRGINIA 23456-9013
(757) 385-4438 FAX: (757) 385-5601

PLEASE FILL IN COMPANY NAME & ADDRESS IN THE SPACES PROVIDED:

Date: February 14, 2011

Attention of Bidders is Directed to Section 2.2-4387 - 2.2-4377 of Virginia Public Procurement Act (VPPA) Ethics in Public Purchasing.

RETURN THIS COPY

THIS IS NOT AN ORDER

BID ITEM NO. PRAP-11-0039
CLOSING DATE: March 9, 2011
CLOSING TIME: 3:00 pm
PROCUREMENT OFFICER: M. Frazier

THE CITY OF VIRGINIA BEACH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE BID PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE SPECIFICATIONS IN THIS BID ARE INTENDED AS A QUALITY INDICATOR AND GUIDE FOR YOUR BIDDING AND UNLESS OTHERWISE STATED, THE CITY WILL CONSIDER ALTERNATE BIDS OF EQUAL OR BETTER QUALITY, WHICH SHALL BE ACCOMPANIED BY DESCRIPTIVE LITERATURE. THE ENTIRE CONTENTS OF THIS INVITATION TO BID, ANY ADDENDA, AND BIDDER'S RESPONSE SHALL BE INCORPORATED INTO ANY RESULTING CONTRACT.

QUANTITY	UNIT	DESCRIPTION, MANUFACTURER, PART NUMBER	NET UNIT PRICE	NET TOTAL PRICE
		All effort and materials necessary to furnish and install site improvements for Mt. Trashmore, Red Wing and Woodstock Parks in accordance with the attached invitation to bid, general specifications, drawings, and cost data sheets attached. Total \$ _____ Cc: Brian Phelps/Rick Rowe, P&R Admin. (757) 385-1319/1120		

ACKNOWLEDGE RECEIPT OF ADDENDUM(S) #1 _____ #2 _____ #3 _____ #4 _____
(Please Initial)

In compliance with this bid, and the conditions imposed herein, the undersigned agrees to execute any contract as a result of this bid. The following section shall be signed by an agent authorized to bind the bidder/company. Failure to execute this portion may result in bid rejection.

SHIPPING TERMS: ALL PRICES QUOTED F.O.B. VIRGINIA BEACH, VIRGINIA

SHIPPING CHARGES SHALL BE PREPAID AND ALLOWED WITH _____ **INSIDE** _____ **DELIVERY.**

PAYMENT TERMS: _____ **DELIVERY TIME:** _____ **DATE:** _____

AUTHORIZED SIGNATURE: _____
SIGNATURE TYPE OR PRINT TELEPHONE

ENCLOSURE

ANTICOLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE

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 (15U.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 VIRGINIA BEACH 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 FO 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; AN D (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 OF WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

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

Name and Address of Bidder:	Date:
	By:
	Signature in Ink
	Printed Name
Telephone Number: ()	
Fax Phone Number: ()	Title
FIN/SSN:	E-mail Address:

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

Is your firm Service Disabled Veteran Owned? ☐ Yes ☐ No

I. Purpose: Install site improvements at Mt. Trashmore, Red Wing and Woodstock Parks.

II. Background: N/A

III. Scope of Work: See attached

IV. Additional Contractual Requirements:

A. General Terms and Conditions

1. Applicable Law

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretation, obligation, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. Compliance with All Laws:

The Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. The Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. The Contractor further represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Contract.

3. Payments to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City, or, shall notify the City and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1%) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payments being made under this Contract.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. A contract modification 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.

4. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of any contract resulting from this solicitation shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

5. Hold Harmless/Indemnification:

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents, or employees

under or in connection with this Contract or the performance or failure to perform any work required by this Contract. The Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorneys' fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of work by the Contractor or those for whom the Contractor is legally liable. Upon written demand by the City, the Contractor shall assume and defend at the Contractor's sole expense any and all such suits or defense of claims, made against the City, its agents, volunteers, servants, employees, or officials.

6. Non-Assignment:

The Contractor shall not assign its rights and duties under this Contract without the prior written consent of the City.

7. Permits and Fees:

The Contractor shall be responsible for obtaining all necessary permits and for payments of all fees for work performed under this contract.

8. Insurance:

Certificates of Insurance written by a company or companies licensed to conduct business of insurance in Virginia and acceptable to the City of Virginia Beach and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the City. Certificate shall be submitted to the Contract Administrator prior to beginning work under the contract and no later than ten (10) days after award of the contract. Certificates of insurance shall list the City of Virginia Beach, Risk Management Division, Municipal Center, Virginia Beach, Virginia 23456, as the Certificate Holder. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

- (1) Workers' Compensation Insurance as required under Virginia Code Title 65.2
- (2) Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
- (3) Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL.).

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibility of Bidder.

9. Independent Contractor:

The Contractor shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under any contract resulting from this Invitation to Bid.

10. Contract Termination:

a. Termination With Cause/Default/Cancellation:

- (1) In the event that the Contractor shall for any reason or through any cause be in default of the terms of the contract, the City may give the Contractor written notice of such default by certified mail/return receipt requested.
- (2) Unless otherwise provided, the Contractor shall have ten (10) days from the date such notice is mailed to cure the default. Upon failure to cure the default, the City may

immediately cancel and terminate the contract as of the mailing date of the default notice.

- (3) Upon termination, the 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 progress for which payment has been made.
- (4) In the event of violations of law, safety, or health standards and regulations, the contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

b. Termination Without Cause:

- (1) The City may at any time, and for any reason, terminate the contract by written notice to the 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 the Contractor by certified mail/return receipt requested.
- (2) In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for work satisfactorily completed, and accepted by the City, at the time of termination.
- (3) If the City terminates the contract, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work completed or in process for which payment has been made.

11. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by the City and the Successful Bidder, in writing, and authorized by the City's Purchasing Agent or his designee. The City's standard method to modify contracts is issuance of a change order (purchase order).

12. Property Damage:

The Contractor shall be responsible for repairing all damage to public and private property caused by their operation. All damages resulting from the Contractor's operation shall be corrected immediately or within a time period approved by the City.

13. Quality Control Standard:

The Contractor shall meet reasonable quality control standards, as set by the City's contract administrator. Failure to comply with the quality standards may result in the termination of the contract or the withholding of payments.

14. Coordination/Interaction:

- (1) All work shall be coordinated with the City's contract administrator.
- (2) Work performed by the Contractor shall be coordinated with other activities occurring in the work area. The Contractor shall be required to submit a detailed schedule of the work to be completed. The schedule will be agreed upon by the Contractor and the City, with the City having final approval.

15. Compliance with Immigration Laws:

Contractor does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986. See Section 2.2-4311.1 of Code of Virginia.

16. Severability:

The provisions of this contract shall be deemed to be severable, and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

17. Waiver:

No failure of the City to exercise any right or power given to it by law or by this contract, or to insist upon strict compliance by contractor with any of the provisions of this contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this contract.

18. Integration:

This contract and any exhibits incorporated by reference in this contract constitute the final, complete, and exclusive written expression of the intentions of the parties, and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties.

19. Foreign and Domestic Businesses Authorized To Transact Business In The Commonwealth:

The Contractor shall be registered and 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. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor shall not allow its certificate of registration or authority to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Contract.

20. Environmental Liability:

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the City, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

21. Claims for Extra Compensation

If Contractor encounters work and services not included in the resulting Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the City in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.

The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work.

22. Audits

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to any resulting Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not

limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.

23. Ownership

All intellectual property rights and other proprietary rights in any work resulting from the performance of services under any resulting Contract shall vest and be held in the name of the City.

V. Special Instructions to the Bidder:

A. Pre-Bid Conference:

A pre-bid conference will be held at the **Purchasing Conference Room, 2388 Court Plaza Drive, Kempsville Bldg. 1st Floor, Virginia Beach, VA 23456 at 10:00 am on Thursday, February 24, 2011.** The purpose of the conference is to clarify the solicitation and answer any questions. Any changes determined necessary as a result of the conference or any other source which may affect the responses to the bid will be formally addressed by this Issuing Office via addenda. After the pre-bid conference, please direct all questions by telephone to the appropriate City Representative indicated below:

1. All technical questions should be addressed to:

Name: **Brian Phelps, P&R Administration**
(757) 385-1415

2. All procurement questions should be addressed to:

Name: **Mitchell D. Frazier, Contracting Agent**
(757) 385-4438

B. Bidder's Qualifications:

Bidder shall have a minimum of **five** (5) years of experience in provision of these types of services.

C. Bonds:

1. Bid Bond:

Bidder shall provide an **original** bid bond of not less than five (5%) of the amount of bid. If the bid bond is not submitted with the Bid package, the Bid shall be considered nonresponsive.

2. Payment and Performance Bonds:

Successful Contractor shall furnish to the City a payment bond and a performance bond in conformity with Va. Code § 2.2-4337 each payable to the City and each in the sum of the contract amount. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia.

D. Contractor's Registration:

For projects or contracts exceeding \$1,500, Bidder must be properly licensed under federal, state and municipal laws governing their respective trade during the entire term of the contract. Under Title 54.1, Chapter 11, Code of Virginia, 1950, as amended, Bidders shall show evidence of certificates of registration. Bidder shall place the following notation on the outside of the envelope containing their Bid and on the cover page of this Invitation to Bid:

Registered Virginia Contractor No. _____ and Class _____

VI. General Submittal Terms and Conditions:

A. Definitions of Terms:

The following definitions of terms are used herein:

1. The term "City" shall refer to the City of Virginia Beach.
2. The term "Bidder" shall refer to the person, firm, or company that submitted a bid in response to the Invitation to Bid (IFB).
3. The term "Contractor" shall refer to the Bidder that the Invitation to Bid was awarded.

B. Submittal of Bids:

1. Bid shall be placed in an envelope or package and identified with the Invitation to Bid's item number, closing date and time, and the name and address of the Bidder.
2. An original and one (1) copies of each bid shall be submitted. The original bid should be clearly marked "Original" on its outside cover.
3. Bids shall be received and time stamped in the office location described below no later than the Closing Date and Time shown on the cover page of this Invitation to Bid. Bids received after the specified date and time (time stamped 3:01 p.m. or later) shall not be considered and shall be returned unopened to the Bidder.
4. Issuing Office:
City of Virginia Beach, Purchasing Division
Princess Anne Executive Park
2388 Court Plaza Drive
Virginia Beach, VA 23456
Phone: (757) 385-4438
5. Bids received by telephone, telegraph, facsimile or any other means of electronic transfer shall not be accepted.
6. Bidders receiving an Invitation to Bid from sources other than the Issuing Office or DemandStar by Onvia should contact the Issuing Office to become a Bidder of Record before submitting their bid.

C. Examination:

Bidder shall carefully examine the terms and conditions set forth in this Invitation to Bid and any subsequent addenda.

D. Questions:

1. Submit questions about the specifications in writing or by telephone to the Issuing Office not less than ten (10) days prior to the closing date of the Invitation to Bid.
2. Necessary replies will be issued to all Bidders of Record as addenda which will become part of the contract documents.
3. Oral instructions do not form a part of the bid documents.
4. Bidder shall check with the Issuing Office within forty-eight (48) hours prior to closing to secure any addenda affecting bidding.

E. Bid Preparation Costs:

Bidders shall be responsible for all costs incurred in the development and submission of a bid. The City assumes no contractual obligation as a result of the issuance of this Invitation to Bid, the preparation or submission of a bid by a Bidder, any costs associated with interviews and travel, or any other cost incurred by Bidder in responding to this Invitation to Bid.

F. Laws and Regulations:

Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

G. Conditions of Work:

Each Bidder shall inform himself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a successful Bidder of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.

H. Proprietary Information:

Bidders are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Bidder shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Bidder shall submit proprietary information under separate cover, and the City reserves the right to submit such information to the City Attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

I. Anticollusion/Nondiscrimination/Drug Free Workplace Form:

The attached anticollusion/nondiscrimination/drug free workplace form incorporated herein (page 2) should be executed and returned with Invitation to Bid documents.

J. Bid Binding for One Hundred Twenty (120) Days:

Bidder agrees that bid shall be good and may not be withdrawn for a period of one hundred-twenty (120) calendar days after the scheduled closing time for the Invitation to Bid.

K. Payment Terms:

Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of bids. All other payment terms shall be Net 30 days or greater. Payment terms not specified by Bidder shall be Net 45 days.

L. Good-Faith Minority-Owned, Service Disabled Veteran-Owned and Woman-Owned Business Participation Efforts:

1. It is the policy of the City of Virginia Beach to encourage the participation of minority-owned, service disabled veteran-owned and woman-owned businesses in city procurement activities. In furtherance of this policy the City adopted sections 2-224.1 through 2-224.8 of the City Code on February 28, 1995 (commonly referred to as the "Minority Procurement Ordinance"). **City Council amended sections 2-224.1 through 2-224.8 of the City Code on April 4, 2006, and sections 2-224.1, 2-224.3, 2-224.4, 2-224.5, 2-224.6, 2-224.7, 2-224.8, and 2-224.11 on June 23, 2009.**
2. Pursuant to Section 2-224.3, in order for a bid to be given further consideration, the bid must contain a Woman-owned, Service Disabled Veteran-owned and Minority –owned Business Participation Plan setting forth at a minimum:
 - a. The good faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts which the bidder has undertaken in the past two years;
 - b. Whether the contractor intends to utilize any subcontractors;
 - c. What, if any, woman-owned, service disabled veteran-owned and minority-owned subcontractors the contractor intends to utilize;
 - d. The work to be performed by each woman-owned, service disabled veteran-owned and minority -owned subcontractor;
 - e. The anticipated amount or percentage to be paid to each woman-owned, service disabled veteran-owned and minority-owned subcontractor;
 - f. The composition of the contractor's workforce, specifically indicating the percentage of woman, service disabled veteran and minority employees in their company;
 - g. The percentage of woman, service disabled veteran and minority employees in management positions, supervisory positions, professional positions, and non-professional positions;
 - h. What steps the contractor has taken to solicit subcontracting bids from woman-owned, service disabled veteran-owned and minority-owned subcontractors;
 - i. Which woman-owned, service disabled veteran-owned and minority-owned businesses the contractor has solicited;
 - j. If the contractor has elected not to utilize a woman-owned, service disabled veteran-owned or minority-owned subcontractor, an explanation of the decision; and
 - k. Any additional Good-faith Minority-owned, Service Disabled Veteran-owned and Woman-owned Business Participation Efforts the contractor intends to make in connection with the contract.
 - l. If, in the statement submitted in response to subsections (a) through (k), Bidder or [Offeror] indicates that it has not undertaken any good faith minority-owned, service

disabled veteran-owned and woman-owned business participation efforts in the past and/or does not intend to undertake any such efforts in connection with the performance of this contract, Bidder or [Offeror] must also submit a statement setting forth the reasons why it has not undertaken such efforts in the past and/or does not intend to undertake them in connection with the performance of this contract.

- m. **Failure to submit a Woman-owned, Service Disabled Veteran-owned and Minority-owned Business Participation Plan with the bid or proposal may result in the bid or proposal being declared non-responsive.**
- 3. The successful contractor shall update his Woman-owned Service Disabled Veteran-owned and Minority-owned Business Participation Plan prior to the execution of the contract with the City.
- 4. Prior to final payment, each contractor shall submit a report documenting its efforts undertaken in compliance with its final Woman-owned, Service Disabled Veteran-owned and Minority-owned Business Participation Plan. A contractor will not receive final payment under a contract until he submits documentation of actual woman-owned, service disabled veteran-owned and minority-owned business participation efforts as described in this section. The report shall include, at a minimum:
 - a. A statement of whether any subcontractors were utilized;
 - b. A list of all woman-owned, services disabled veteran-owned and minority-owned subcontractors utilized;
 - c. A brief description of the work performed by each woman-owned, service disabled veteran-owned, and minority-owned subcontractor;
 - d. The amount paid to each woman-owned, services disabled veteran-owned and minority-owned subcontractor; and
 - e. Any additional Good-faith Woman-owned, Minority-owned and Service Disabled Veteran-owned Business Participation Efforts the contractor made in connection with the contract.
- 5. For contracts with a stated time of completion that is 365 calendar days or less, the contractor shall submit the report required in section 4 at the time of request for final payment. For contracts with a stated time of completion of that is greater than 365 calendar days, the contractor shall submit the required report on an annual basis calculated from the date of execution of the contract.
- 6. For purposes of this section, the following definitions shall apply:
 - a. Good Faith Minority-owned, Service Disabled Veteran-owned and Woman-owned Business Participation Efforts: The sum total of efforts by a particular business to provide for the equitable participation of minority, service disabled veteran-owned and woman employees and subcontractors in the operations and contracts of such business.
 - (1) For past efforts, this sum total shall be comprised of the record of woman-owned, services disabled veteran-owned and minority-owned business participation over the past two (2) years through employment, retention, and

promotion; subcontracting or joint ventures in the private section; or a combination thereof.

(2) In connection with the performance of this city contract, "good faith efforts" shall mean those measures which are proposed to allow equitable participation of woman service disabled veteran and minority employees and subcontractors.

- b. **Minority-owned Business:** A business or other entity that is at least fifty-one (51) percent owned and controlled by one or more socially or economically disadvantaged person(s). For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-to-day management. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to, African American, Hispanic Americans, Asian Americans, Eskimos, and Aleuts.
- c. **Woman-owned Business:** A business or other entity that is at least fifty-one (51) percent owned and controlled by a woman or women. For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-to-day management.
- d. **Service disabled veteran business:** A business concern that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. "Service disabled veteran" shall mean a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veteran Affairs.

M. **Award:**

Award shall be made to the lowest responsible and responsive Bidder. A responsible Bidder shall mean a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance, and who has been pre-qualified, if required. A responsive Bidder shall mean a person who has submitted a Bid which conforms in all material respects to this Invitation to Bid.

The City reserves the right to accept or reject any or all bids in whole or in part, and to waive any informalities in the bidding process. Further, the City reserves the right to enter into any contract deemed to be in its best interest of the City.

N. **Public Notice of Award or Decision to Award:**

Public notice of the award or the announcement of the decision to award shall be provided by posting the appropriate notice on the "bid board" located in the Issuing Office and with DemandStar by Onvia.

O. **Support Information:**

For consideration, all bids should be as responsive as possible to the Invitation to Bid. In order to adequately evaluate the bids, all Bidders shall supply the following information:

1. **Experience:**

- a. Bidder shall provide a concise description of their work experiences as related to the scope of work outlined herein. Said description should include, but not be limited to, the

number of years the Bidder has been providing these types of services, the number and types of customers the Bidder presently services, types of systems provided, references, and other documentation to verify the Bidder's experience.

- b. At a minimum, three (3) references shall be provided. The name, address, and phone number should be provided for each reference along with a contact person for that reference.

2. Insurance Requirements:

Bidder shall provide evidence, that if they are awarded the bid, they will be able to provide required certificates of insurance.

P. Submittal:

Bidder shall submit the following documents/information:

1. The cover page of this Invitation to Bid, which shall contain:
 - a. Acknowledgment of any addenda;
 - b. Payment terms;
 - c. Original signature of an agent authorized to bind the company.
2. Completed and signed anticollusion/nondiscrimination/drug free workplace form (page 2).
3. Support information as requested under Section VI, O of this solicitation.

Q. Additional Requirements:

1. SCOPE OF WORK

See General Specifications for Parks attached.



CITY OF VIRGINIA BEACH

WOMAN, SERVICE DISABLED VETERAN AND MINORITY PARTICIPATION PLAN

BID Number: PRAP-11-0039

Pursuant to section 2-224.3 [2-224.5] of the Virginia Beach City Code, bidders must submit a Woman, Service Disabled Veteran and Minority Participation Plan. Failure to submit a complete Woman, Service Disabled Veteran and Minority Participation Plan, answering all questions set forth below, may result in the bid being declared nonresponsive.

(1) Do you intend to utilize any subcontractors in connection with this project? _____

(a) Please list and identify *all* of the subcontractors that you intend to utilize in connection with this project on the form attached at the end of the participation plan.

(b) What woman-owned, service disabled veteran-owned and minority-owned subcontractors do you intend to utilize? If none, please so indicate.

- _____
- _____
- (c) If you intend to utilize any woman-owned, service disabled veteran-owned and minority-owned subcontractors, what work will be performed by each woman-owned, service disabled veteran-owned and minority-owned subcontractor? If none, please so indicate.

- (d) If you intend to utilize any woman-owned, service disabled veteran-owned and minority-owned subcontractors, what is the anticipated amount or percentage to be paid to each woman-owned, service disabled veteran-owned and minority-owned subcontractor?

(2) Workforce Composition

- (a) How many employees do you have? _____
- (b) What percentage of your employees are women? _____
- (c) What percentage of your employees are minorities? _____
- (d) What percentage of your employees are service disabled veterans? _____
- (e) What percentage of your female employees are in management positions? _____
- (f) What percentage of your minority employees are in management positions? _____
- (g) What percentage of your service disabled veteran employees are in management positions?

- (h) What percentage of your female employees are in supervisory positions? _____
- (i) What percentage of your minority employees are in supervisory positions? _____
- (j) What percentage of your service disabled veteran employees are in supervisory positions?

- (k) What percentage of your female employees are in professional positions? _____
- (l) What percentage of your minority employees are in professional positions? _____
- (m) What percentage of your service disabled veteran employees are in professional positions?

- (n) What percentage of your female employees are in nonprofessional positions? _____
- (o) What percentage of your minority employees are in nonprofessional positions? _____

(p) What percentage of your service disabled veteran employees are in nonprofessional positions? _____

(3) What steps have you taken to solicit subcontracting bids from woman-owned, service disabled veteran-owned and minority-owned subcontractors? If none, please so indicate.

(4) Which woman-owned, service disabled veteran-owned and minority-owned businesses have you solicited?

(5) If you have solicited any woman-owned, service disabled veteran-owned and minority-owned businesses and elected not to utilize the woman-owned, service disabled veteran-owned or minority-owned businesses you solicited, why did you elect not to utilize the woman-owned, service disabled veteran-owned or minority-owned businesses you solicited?

(6) What additional good-faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts do you intend to make in connection with this contract? If none, please so indicate.

(7) What good-faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts have you undertaken in the past two years? If none have been undertaken, so indicate and include a statement explaining why you have made no good-faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts in the past two years.

This form and information is to be submitted by the prime Contractor with the bid proposal. Upon completion of the Contract, the prime Contractor shall forward a final listing of all subcontractors, with their name, telephone number, dollar amount subcontracted, and the type of product or services provided.

Revised
02/12/2010