

September 1, 2023

To: All Offerors

From: The Office of the Purchasing Agent

Subject: Notice of Intent to Award – 10116-0-2023/TN Frozen Feeder Rodents for Virginia Zoo

Dear Offerors:

This serves as written notice of the City of Norfolk's intent to award to the responsive and responsible offeror determined to be most advantageous to the City. The award is contingent upon the selected offeror's ability to execute the necessary contract documents.

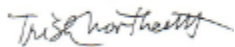
**Successful Offeror:**

**RodentPro.com, LLC**

In accordance with §2.2-4360 of the VPPA, "Any bidder or offeror, who desires to protest the award or decision to award a contract shall submit the protest in writing to the public body, or an official designated by the public body, no later than ten days after the award or the announcement of the decision to award, whichever occurs first."

Should you have any questions or concerns, please contact Trish Northcutt via email at [patricia.northcutt@norfolk.gov](mailto:patricia.northcutt@norfolk.gov). Thank you for participating in the City of Norfolk procurement process.

Sincerely,



**Trish Northcutt**  
**Procurement Specialist**



# City of Norfolk

**Invitation for Bids  
IFB 10116-0-2023/TN, Frozen Feeder Rodents for Virginia Zoo**

**Issued: August 11, 2023  
Bid Opening Date and Time: August 29, 2023 2:00 PM Eastern Time**

The City of Norfolk is seeking a responsible vendor to provide inside delivery of frozen feeder rodents to the Virginia Zoo on an as-needed basis according to the terms, conditions, and specifications of this solicitation.

By submitting this bid 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 bid. The signature below shall be provided by an agent authorized to bind the company. Failure to execute this portion may result in bid rejection.

Bidder's Legal Name:

---

Bidder Address:

---

---

Virginia State Corporation Commission  
Number:

---

Authorized Agent Signature:

---

Authorized Agent Name (Printed):

---

Authorized Agent Title:

---

Authorized Agent Contact E-mail:

---

Authorized Agent Contact Phone:

---

Date:

---

**TABLE OF CONTENTS**

SECTION I – SCOPE OF SERVICES ..... 3

SECTION II – INSTRUCTIONS TO THE BIDDER..... 5

SECTION III – CONTRACT TERMS AND CONDITIONS..... 12

SECTION IV – ATTACHMENTS ..... 18

    ATTACHMENT A – ANTI-COLLUSION STATEMENT..... 18

    ATTACHMENT B – ETHICS IN PUBLIC CONTRACTING ..... 19

    ATTACHMENT C – NON-DISCRIMINATION ..... 22

    ATTACHMENT D – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
        AND OTHER RESPONSIBILITY MATTERS ..... 23

    ATTACHMENT E – COMPLIANCE WITH FEDERAL IMMIGRATION LAW ..... 25

    ATTACHMENT F – COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE  
        COMMONWEALTH..... 26

ATTACHMENT G – EQUAL OPPORTUNITY BUSINESS STATUS..... 27

# SECTION I – SCOPE OF SERVICES

## 1. PURPOSE:

The City of Norfolk (“City”) is seeking a responsible vendor to furnish and deliver frozen feeder rodents to the Virginia Zoo, 3500 Granby Street, Norfolk, Virginia 23504, on an as-needed basis according to the terms, conditions, and specifications of this solicitation.

All qualified bidders are invited to respond to this Invitation for Bids (“IFB”) by submitting a bid consistent with the terms, conditions, and specifications stated herein.

## 2. SPECIFICATIONS:

The Contractor shall provide the products listed in the bid form to the Virginia Zoo. All deliveries shall be coordinated with Animal Services Supervisor and shall be on an as-needed basis.

### Detailed Specifications of Frozen Feed Rodents

- Only white mice
- No blood on noses
- No feces, bedding or other debris in bag
- Free of disease and parasites (prefer occasional lab monitoring of stock)
- Fed a quality nutritionally complete diet specific for rodents
- Humanely euthanized (CO2)
- Individually quick frozen
- From a "closed" collection with minimal in/out flux of new animals (quarantined)
- 100% Customer satisfaction guarantee
- Accurate sizing
- Frozen/shipped in air-tight bags (must remain frozen during shipment and be packed in insulated boxes)
- Rodents not stored frozen for more than six (6) months
- Excellent husbandry, hygiene, air flow, etc.
- Products must be consistently available for delivery, usually
- Unit costs to include shipping
- No substitutes of number or type of product ordered will be accepted

### Delivery

The Contractor shall deliver the products FOB Destination to the Virginia Zoo no later than 5:00 p.m. on the first Wednesday or Friday of every other month of the resulting agreement to Gate E of the Virginia Zoo, or as otherwise directed by the City in the following quantities:

1666 small fuzzies	584 each large rats
2880 each pink mice	42 each small rabbits 1-2 lbs
1800 each fuzzy mice	26 each medium rabbits 2.01-3.49 lbs
2640 each hoppers	66 each large rabbits 3.5-5.49 lbs
2520 each large mice	28 each XX large rabbits 8-9.99 lbs
1600 each X large mice	26 each Frozen Guinea Pigs 475-600 g
1350 each small rats	

These above quantities are only estimates of the bi-monthly usage and may be modified by the City at any time.

The City may also place orders at other times as needed.

**Payment**

The City shall pay the Contractor for provision of frozen rodents in accordance with the resulting agreement an amount equal to the sum designated in each purchase order. The City will not be liable for payment for any purchases made by its employees without appropriate purchase authorization.

## 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) 448-9849  
E-mail: [patricia.northcutt@norfolk.gov](mailto:patricia.northcutt@norfolk.gov)

### B. IFB SCHEDULE:

Event	Date
IFB Issued	August 11, 2023
Question Deadline	August 22, 2023 5:00 p.m.
IFB Due	August 29, 2023 2:00 p.m.
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 IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

### D. BIDDERS OF RECORD:

Bidders receiving a copy of this IFB from a source other than the Issuing Office should consult the Office of the Purchasing Agent's electronic bid service provider website <https://secure.procurenow.com/portal/norfolk>.

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

All questions relating to this solicitation shall be submitted through the Questions and Answers tab in the electronic solicitation posting for **IFB No. 10116-0-2023/TN** at <https://secure.procurenow.com/portal/norfolk>. Questions should be succinct. 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 through the Office of the Purchasing Agent's electronic bid service provider website <https://secure.procurenow.com/portal/norfolk>.

**No questions will be considered if they are submitted after August 22, 2023 at 5:00 PM EST.**

**F. BID SUBMISSION:**

Bids shall be submitted electronically through the Office of the Purchasing Agent's electronic bid service provider website <https://secure.procurenow.com/portal/norfolk>. Bids must be submitted before date and time due specified in the solicitation. Hard copy or e-mailed bids, and/or late submissions will not be accepted.

**G. BID SUBMITTAL REQUIREMENTS:**

Bids shall include the following documents:

- 1) The completed cover page of this IFB, which will contain:
  - a. Signature of an agent authorized to bind the company
  - b. Requested contact information
- 2) Attachments A – G
- 3) Bidders shall complete all Vendor Submission requirements included in the electronic posting of the solicitation.
- 4) Bidders shall provide all pricing required in the Bid Form section of the electronic posting of the solicitation.
- 5) Bids shall 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 bid complies with all of the provisions of the IFB, provided that the amount does not exceed the amount of funds available to finance the contract. In the event that a responsive bid from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate the amount of the bid 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 bids in whole or in part and to waive informalities. Bidders shall submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid 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 the bidder who provides the lowest total bid. Please see the electronic posting of the solicitation 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.

Unbalanced bids will be rejected. An unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which the bidder anticipates for the performance of the items in question.

**I. BIDDER CERTIFICATION:**

Submission of a signed Bid 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 bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection as nonresponsive.

**K. DISPOSITION OF BIDS:**

All materials submitted in response to this IFB will become the property of the City. The bids 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 bid 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 bid 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 bids 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 bid 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 IFB must be executed and returned with bid documents. See Attachment D.

**R. BIDDER INVESTIGATIONS:**

Before submitting a bid, 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 bid, 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 bid rejection by the City.

**U. ALTERNATE BID:**

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 bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids 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 bid 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 bid by a bidder; the City reserves the right to require such additional information as it may deem necessary after the bid 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 in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid 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 bid 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. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING:**

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid 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 bid, 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 bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the City Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

**Z. 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.

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

When the City has made a decision to award a contract, an e-mail with a Notice of Decision to Award will be sent to all Bidders, using the email address provided in the Bid Form.

**BB. 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.

**CC. COOPERATIVE PROCUREMENT:**

The procurement of goods and/or services provided for in the resulting contract is being conducted pursuant to Virginia Code § 2.2-4304. Therefore, the successful offeror agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to the resulting contract or from this procurement and in accordance with Virginia Code § 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the successful offeror.”

**DD. METHOD OF PAYMENT – MANDATORY ACCEPTANCE OF ELECTRONIC PAYMENT:**

All payments by the City under this contract shall be made by electronic funds transfer except as provided in paragraph a) of this clause. As used in this clause, the term Electronic Funds Transfer (“EFT”) refers to electronic funds transfer and may include, at the Contractor’s discretion, either “ACH” payments (bank transfers) or “ESP” payments (credit card payments).

- a) In the event the City is unable to release one or more payments by electronic funds transfer, the Contractor agrees to either:
  - i. Accept payment by check or some other mutually agreeable method of payment; or
  - ii. Request the City to extend payment due dates until such time as the City makes payment by EFT.
  
- b) Mandatory submission of Contractor's EFT information:
  - i. The Contractor is required to provide the City with the information required to make payment by EFT (see paragraph (d) of this clause).
  - ii. If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information to each contract.

- c) Mechanisms for EFT payment. The City may make payment by EFT through either through:
  - i. the Automated Clearing House (ACH) network payment directly to the Contractor's designated account, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System, or
  - ii. ESP payments which involve use of a virtual credit card (16 Digit Single Use Card #) issued by the City's bank for accessing the funds.
  
- d) Forms to register for either type of electronic payment will be provided to the Contractor for completion prior to selection and must be completed prior to the issuance of a Purchase Order or award of any contract pursuant to this solicitation.

## **SECTION III – CONTRACT TERMS AND CONDITIONS**

### **TERM**

The Term of this Agreement will be for five (5) years.

### **PRICE ADJUSTMENTS**

The pricing of this Agreement will remain firm throughout this Agreement's term unless the Contractor or the City submit a written price adjustment request to the other party not less than sixty (60) days prior to the anniversary of the execution of this Agreement ("Anniversary Date"). Adjustments to the pricing will not exceed half of the percentage of change in the U.S. Department of Labor Producer Price Index WPU02940203: Processed Foods and Feeds: Pet (Excluding Dog and Cat), Laboratory, and Fur Animal Feed, for the twelve (12) month period ending five (5) months prior to the Anniversary Date of each year of the Agreement, or three percent (3%), whichever is lower.

Any adjustment to the pricing that results from this provision will become effective the day after the Anniversary Date and shall be binding on both parties for the remainder of this Agreement's term unless a price adjustment is requested by the Contractor or the City in a subsequent year, as set forth above.

If the Contractor and the City have not agreed on a requested price adjustment by thirty (30) days before the Anniversary Date, the City may in its sole discretion terminate this Agreement.

### **INSURANCE REQUIREMENTS**

The 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" based 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 this Agreement.

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 \$2,000,000 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 Agreement, 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 fourteen (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 ten (10) days of the effective date of 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.

#### **APPROPRIATION OF FUNDS**

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this Agreement is in effect. Funds are certified for the first year of this Agreement. On or before July 1 of each succeeding Contract Year during the term of this Agreement, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any

liability and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from the City to the Contractor.

#### **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 fire, riot, rebellion, natural disaster, emergency or disaster declared by the Governor or President of the United States, war, act of terrorism, or 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 the solicitation calls for performance by the Contractor of emergency services or under emergency conditions or as 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, epidemics, pandemics, medical emergencies, other declared emergencies or 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.

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.



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.

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 BID DOCUMENTS.

In the preparation and submission of this bid, 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 bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

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)

\_\_\_\_\_ do  
es 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 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/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 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 (Please fill in with your enterprise's complete name) \_\_\_\_\_ ce  
rtifies 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 by the State Corporation Commission:  
\_\_\_\_\_

B. 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 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 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 (female)
<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(s) 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 (female)
<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: \_\_\_\_\_

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.