



# City of Norfolk

**Invitation for Bid (IFB) 4886-0-2016/DH**  
**Collection, Transportation, Storage and Burial/Cremation of Unclaimed Dead Bodies**  
**Issued: December 21, 2015**  
**Due: January 27, 2016 @ 2:00 p.m. Eastern Daylight Time**

The City of Norfolk (the "City") is seeking bids from qualified vendors for the purpose of the storage and transportation, of dead bodies pursuant to Virginia Code § 32.1-309.1 on an as-needed basis in accordance with all terms, conditions and specifications of this solicitation.

**Pre-Bid Conference and Site Visit and Date:** N/A

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

**The undersigned agrees to perform any contract awarded as a result of this solicitation, in accordance with the terms, conditions, and requirements specified herein. 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 Legal Name:	
Virginia State Corporation Commission Number:	
Bidder Contact Name:	
Bidder Contact E-mail Address:	
Bidder Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact E-mail:	
Authorized Agent Contact Phone:	
Date:	

I hereby certify that my bid is in full compliance with this solicitation and all the terms and conditions imposed herein and agree to perform any contract awarded as a result of this solicitation, accordingly. As the undersigned representative for the bidder, I also certify that I am an agent authorized to bind my company to this bid and understand that failure to sign this bid may result in our bid being rejected.

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## **SECTION I – GENERAL**

### **A. Purpose:**

The City desires to establish a long term agreement, five (5) years, with a qualified firm for the purpose of the collection, transport, storage and burial or cremation of unclaimed dead bodies pursuant to Virginia Code § 32.1-309.1.

## **SECTION II - SCOPE OF WORK**

### **A. Specifications:**

1. The successful bidder will be responsible for the collection of unclaimed dead bodies from location of body ((Medical Examiner’s Office, hospital, private residence, etc.) directly to the funeral home.
2. Refrigerated storage of unclaimed dead bodies may be required up to thirty (30) days to allow the City to identify, determine eligibility, and/or to locate family or relatives of the unclaimed dead body.
3. The unclaimed dead body must have been located in the City of Norfolk at the time of death.
4. Collection of unclaimed dead bodies shall be available 24 hours per day, 7 days per week, 365 days per year.
5. The City shall notify the successful bidder by telephone or email of collection of unclaimed dead bodies.
  - The successful bidder must respond to the given location with the appropriate personnel, vehicle, and equipment to collect the decedent shall be made within one (1) hour of notification.
  - The City may cancel the request for service within thirty (30) minutes of notification of collection at no cost to the City.
  - The successful bidder’s attendants shall conduct themselves in a professional manner at all times and ensure that all remains are treated with respect and dignity.
6. ALL POLICE CASES ARE CONFIDENTIAL.  
Comments, speculation, opinions and/or any other comments, solicited or unsolicited, will not be discussed with any person whether at or away from the scene at any time.
7. If the City determines the unclaimed dead body is a Veteran of the Armed Force; veterans are entitled to interment in a national cemetery in accordance with all Federal law.

### **B. Burial/Cremation**

Upon notification from the City and pursuant to a Norfolk Circuit Court order, the successful bidder shall provide burial or cremation of unclaimed dead bodies in accordance with funeral industries standards which may include, but not limited to:

- Prepare unclaimed human remains for burial or cremation;
- Burial/cremation container;
- Burial plot;
- Opening and closing of plot;
- Marker.

**C. City Responsibilities:**

The City shall be responsible for securing a court order for burials/cremations.

**D. Vehicle(s):**

Vehicle(s) used for transport shall be properly designed for the removal of dead bodies, be well maintained and clean at all times.

**E. Qualifications:**

Funeral Home Services shall be provided by a funeral home establishment licensed by the Board of Funeral Directors and Embalmers and must be able to provide these services in compliance with all laws and regulations governing the operation of funeral home establishments and the practice of funeral home services, including, but not limited to, the provisions of Chapter 28 of Title 54.1 of the Code of Virginia and the provisions of 18 Virginia Administrative Code § 65-11-10, *et seq.*

**F. Invoice:**

1. Invoice must contain the date of service, name of the deceased if available at the time of collection, address/location of collection, and court order number.
2. In the event that two (2) or more bodies are transported in the same vehicle, reimbursement shall be at the full rate for each body.
3. The fee set forth on the Bid Form shall constitute all applicable fees and no other fees shall be allowed.

### SECTION III - INSTRUCTIONS TO THE BIDDER

**A. Issuing Office:**

City of Norfolk  
Office of the Purchasing Agent  
Attn: Danny Hawk, Procurement Specialist  
232 E. Main Street, Suite 250  
Norfolk, VA 23510  
Telephone: (757) 664-4026  
Fax: (757) 664-4018  
[danny.hawk@norfolk.gov](mailto:danny.hawk@norfolk.gov)

**B. Contract Administrator:**

To be determined.

**C. Schedule of Events:**

Event	Date
IFB Issued	December 21, 2015
Pre-Bid and Site Visit	N/A
Question 1 Deadline	January 6, 2016 @ 2:00 p.m.
Amendment 1 Issued	January 12, 2016
Question 2 Deadline	January 19, 2016 @ 2:00 p.m. (Questions pertaining to Addendum 1)
Amendment 2 Issued	January 22, 2016
Bids Due	January 27, 2016 @ 2:00 PM EDT
Intent to Award posted	February 3, 2016
Contract begins	February 2016

**D. Contract Term:**

For any agreement resulting from this IFB, the resulting agreement shall be for five (5) years, beginning Date of Award.

**E. 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.

**F. Bidders of Record:**

Bidders receiving a copy of this IFB from a source other than the Issuing Office via [www.DemandStar.com](http://www.DemandStar.com) shall contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of **any addenda** to the IFB.

**G. Questions, Changes, Modifications and Addenda:**

All questions relating to this solicitation shall be submitted via e-mail to Danny Hawk in the Office of the Purchasing Agent, at [danny.hawk@norfolk.gov](mailto:danny.hawk@norfolk.gov). For a question to be considered, the subject line of the e-mail must state the following: IFB No. 4886-0-2016/DH, Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a

contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

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

#### **H. IFB Opening:**

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Bidder unopened. Bids shall be delivered to:

Office of the Purchasing Agent  
232 E. Main Street, Suite 250  
Norfolk, Virginia 23510  
IFB 4886-0-2016/DH, Collection, Transportation, Storage and Burial/Cremation of Unclaimed  
Dead Bodies

#### **I. Bid Submittal Requirements:**

1. Each Bid shall be submitted to the Issuing Office and shall include the following documents:
  - a. The cover page of this IFB, which will contain;
    - i. Original signature of an agent authorized to bind the company;
    - ii. Requested contact information; and
    - iii. Acknowledgment of any addenda(s)
  - b. Attachments A – G
2. A copy of Virginia Board of Funeral Directors and Embalmers license.
3. Bids shall be submitted utilizing the following requirements:
  - a. Submit two (2) paper copy, one (1) original and one (1) copy, of bid documents.
  - b. Bids shall be in a sealed envelope or package, and clearly label the shipping/ mailing packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. **Bids received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
  - c. Include a statement setting forth the basis for protection of all proprietary information, if any.
4. Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.

#### **J. Method of Award:**

The award of a contract(s) shall be at the sole discretion of the City. Awards will be made to the **lowest bidders that are responsive and responsible** that complies with all of the provisions contain herein, 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(s) exceeds available funds, the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder(s) 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. The contents of the bid of the successful Bidder(s) shall be incorporated and made a part of any resulting agreement.

Bids will be based upon the estimated quantities shown in the Bid Form. Bids will be compared on the basis of a total computed price; arrived at by taking the sum of the estimated quantities of each bid line, multiplied by the

corresponding unit price bid. The lowest total bid amount will be based on the total sum of each bid line for the five (5) year term of the resulting agreement. Please see Attachment G – Bid Form to submit bid pricing.

The Bid Form shall not be altered in anyway and informalities cannot be considered with pricing errors unless there is an obvious mathematical calculation.

Discrepancies between the multiplication of unit prices and extended prices will be resolved in the 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.

**K. Price:**

All prices quoted shall be firm and fixed for the resulting agreement period. The City shall not be invoiced at prices higher than those stated in any agreement resulting from this bid.

**L. Disposition of Bids:**

All materials submitted in response to this IFB will become the property of the City. **One (1)** copy of each bid 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 III, Paragraph II. "Disclosure."

**M. 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 stated herein represents expectations of those who are planning for the City for the period of the resulting Agreement. 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.

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.

**N. Interest in More than one Bid and Collusion:**

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a Bidder is interested in more than one (1) bid for a solicitation both as a Bidder and as a subcontractor for another Bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

**O. 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 for non-responsiveness. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the City of non-responsiveness as a result of the submission of nonconforming terms and conditions.



**P. 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 resulting contract and to verify any representations made by City of Norfolk that the bidder will rely upon. No pleas 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.

**Q. 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 of Norfolk 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 of Norfolk 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 of Norfolk.

**R. 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.

**S. Informalities:**

The City of Norfolk 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.

**T. 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.

**U. Protests:**

1. Any Bidder, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the IFB. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit a Bidder to challenge the validity of the terms or conditions of the IFB.

2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

**V. Termination:**

1. Termination without Cause:

The City may, at any time and for any reason, terminate the resulting contract by written notice to Contractor specifying the termination date, which shall be not less than sixty (60) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested, addressed to the Contractor's documented primary point of contact. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the event the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

2. Breach of Contract/Termination with Cause:

In the event that the Contractor shall for any reason or through any cause be in default of the terms of the resulting contract, the City may give Contractor written notice of such default by email or certified mail/return receipt requested. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default, or if unreasonable to cure in ten (10) days, to demonstrate that the cure has been initiated within ten (10) days from such notice. Upon failure of the Contractor to cure the default, the City may immediately cancel and terminate the contract, as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the City and provisions herein and the opportunity to cure default shall not be applicable.

3. Failure to Perform:

In case of failure to furnish services in accordance with the resulting agreement terms and conditions, the City will may terminate the agreement. The City will procure the required services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have.

**W. Bid Withdrawal Prior to Bid Opening:**

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

**X. 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 the resulting Agreement, the bidder 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.

**Y. Advertising:**

Contractor agrees not to use the name of City or to quote the opinion of any City's employees in any advertising without obtaining the prior written consent of City.

**Z. 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.**

**AA. 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.**

**BB. Nondiscrimination:**

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

**CC. 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.**

**DD. Compliance with Federal Immigration Law:**

The bidder 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. **See Attachment E.**

**EE. Compliance with State Law – Authorization to Transact Business in the Commonwealth:**

Bidder hereby represents that it is organized as a stock or non-stock 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. **See Attachment F.**

**FF. 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 that the bidder will rely upon. No pleas 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.

**GG. Gratuities:**

The City may by written notice to the contractor, cancel this contract without liability on the part of the City to contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.

**HH. Assignment:**

Assignment is prohibited unless contractor obtains prior written approval of the City.

**II. Disclosure:**

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by bidders 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.

**JJ. 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.

**KK. Prime Contractor Responsibility:**

Bidders may bid on services that are provided by others, but any services bid shall meet all of the requirements of this IFB. If the Bidders' bid includes services provided by others, the successful Bidder(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime Contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

**LL. Subcontractors:**

Contractor's use of subcontractors and the work they are to perform must receive written approval from the City at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

**MM. Governing Law and Venue:**

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

**NN. Solicitation:**

The bidder shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the bidder comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

**OO. 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. In the event sufficient funds are not appropriated, budgeted or appropriated to meet the obligations under this agreement, either party may terminate this agreement by thirty days written notice.

**PP. Insurance Requirements:**

1. The successful Bidder shall maintain during the term of the service agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form approved for coverage in Virginia unless otherwise specifically accepted by the City. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. The CITY OF NORFOLK will be named as "Additional Named Insured" on all general liability, automobile liability and pollution liability policies. Insurance policies shall 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. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense.

- COMMERCIAL GENERAL LIABILITY INSURANCE:

The CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 general aggregate. CGL insurance and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

- **WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:**  
The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.
- **AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE:**  
The Contractor shall maintain Automobile 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 shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.
- **CONTRACTOR'S POLLUTION LIABILITY INSURANCE:**  
The Contractor shall maintain Contractor's Pollution Liability Insurance covering any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and defense costs, that arise from the operations within the scope of this agreement. Coverage under this policy shall have limits of liability of not less than \$1,000,000 each occurrence. The coverage shall be maintained during the term of the work and for at least two (2) years following the completion of all operations or services related to that work.
- **INSURANCE POLICIES/CERTIFICATE OF INSURANCE:**  
The Contractor shall upon award, furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in the insurance requirements section of this document. The certificate(s) shall 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 shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the

CONTRACTOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, 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 shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

- **SUBCONTRACTOR'S INSURANCE:** The Contractor shall require each of his Sub-Contractors 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 sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's polices/certificate to the City.

2. **Hold Harmless Agreement:**

The successful bidder shall indemnify and save harmless the City of Norfolk 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 bidder, 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.

**QQ. Drug Free Workplace:**

The City of Norfolk is a drug-free workplace, and 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. The bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

**RR. Cooperative Purchasing:**

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the bidder 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 contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 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 contractor 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 contractor.

**SECTION V: 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 \_\_\_\_\_

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## **Attachment B – Ethics in Public Contracting:**

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

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 Sec. 2.1-347 to Sec. 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. 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. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a Bidder or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Bidder 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 percent; or
3. 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 or contractor.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a Bidder, 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.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any Bidder 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, PPEs or contractor.

Sec. 33.1-90. Gifts by Bidders, contractors, or subcontractors (Virginia Code §2.2-4371).

No Bidder, 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.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).



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.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

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.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

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.

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

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**Attachment C – Nondiscrimination:**

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

Every contract over \$10,000 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, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs 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 Bidder.

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

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**Attachment D – Certification Regarding Debarment, Proposed Debarment, Suspension, 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 \_\_\_\_\_

Remaining page intentionally left blank.

**Attachment E – Compliance with Federal Immigration Law:**

**I. CERTIFICATION.**

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

The Bidder and/or any of its Principals at all times during which any term of this Agreement is in effect,  
(Please fill in with your enterprise's complete name)

---

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

**II. INSTRUCTIONS.**

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

**III. NOTICE.**

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

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

**Attachment F – Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia:**

**I. CERTIFICATION.**

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

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

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

\_\_\_\_\_

B. Bidder/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

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

**II. INSTRUCTIONS.**

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

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

**Attachment G – Bid Form:**

The bid form is included as a separate Microsoft Excel document. All bidders shall submit pricing in a completed and printed Excel document. Deviations to the bid form will not be waived as minor irregularities.