



**CITY OF PETERSBURG, VIRGINIA
INVITATION FOR BIDS
IFB No. 10-0022**

PROJECT TITLE: Sprinkler System Inspection and Testing

ISSUE DATE: March 3, 2010

PERIOD OF CONTRACT: The initial term of the resulting contract shall be for a period of three (3) years from May 1, 2010 through April 30, 2013 with the option to renew for three (3) successive one (1) year periods.

PREBID CONFERENCE: N/A

F.O.B.: Various locations

QUESTIONS: Questions must be submitted in writing to the Purchasing Office no fewer than seven (7) working days prior to the specified closing date. An electronic message may be submitted to purchasing@petersburg-va.org. If necessary, an addendum will be issued and posted on the City website at www.petersburg-va.org/bidrfp. It is the responsibility of the bidder to download any addenda.

SEALED BIDS WILL BE RECEIVED UNTIL 2:30 P.M prevailing local time March 25, 2010 in the Purchasing Office, City Hall Annex, 103 West Tabb Street, Petersburg VA 23803 and immediately thereafter be opened in public.

If you are an individual with a disability and require a reasonable accommodation, please notify: Purchasing Office at (804) 733-2345 or TDD (804) 733-8003 three (3) working days prior to need. Proposal packages are available in the Purchasing Office or from the City's website at www.petersburg-va.org/bidrfp.

Brandon C. Martin
Brandon C. Martin
Purchasing Agent

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**INVITATION FOR BIDS No. 10-0022
SPRINKLER SYSTEM INSPECTION AND TESTING SERVICES**

I. PURPOSE

The intent of this Invitation for Bid is to establish a term contract for all labor, materials and equipment necessary for providing Sprinkler System Inspection and Testing Services at various locations through out the City. All locations to be serviced are included on the Bid Response Form.

II. CONTRACTOR MINIMUM REQUIREMENTS / QUALIFICATIONS

1. All companies submitting bids shall have a certified inspector capable of performing any and all work normally encountered in the inspecting and testing of sprinkler systems in accordance with National Fire Protection Association standards.
2. All employees of the contractor shall be neat in appearance and wear uniforms identifying them as employees of the contractor. Employees shall have proper identification (valid Virginia drivers license or company issued identification card) on their person while in City facilities.
3. It shall be the full responsibility of all bidders to conduct a through examination of the listed facilities to verify the type of sprinkler system in each facility.

III. SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS)

1. All sprinkler systems shall be inspected and tested at the on-set of the contract. Thereafter the system and/or components shall be inspected and/or tested at intervals et forth in the National Fire Protection Association (NFPA) 25 standard.
2. A copy of the inspection/test reports shall be kept on the premises at all times and a copy shall be forwarded to the Fire Marshal’s Office and to the Public Works/Support Services Office.
3. A cost estimate for any needed repairs must be submitted to and approved by the Assistant Director of Public Works Operations/Support Services or his designee before work can commence except in the case of an emergency.

4. LOCATIONS AND SYSTEM TYPE:

	LOCATION	ADDRESS	TYPE OF SYSTEM
1	Siege Museum/Exchange Building	15 W. Bank Street (Basement)	Partial Wet System
2	New Circuit Court/Clerk’s Office	7 Courthouse Avenue	Wet System
3	City Jail	40 Henry Street	Commercial Kitchen Hood Suppression System
4	Petersburg Health Department	301 Halifax Street	Partial Wet System
5	A P Hill Community Center	1237 Halifax Street	Partial Dry System (Straight Pip off FDC)

6	National Guard Armory	1800 Baylor's Lane	Commercial Kitchen Hood Suppression System
7	Department of Social Services	400 Farmer Street	One (1) Wet System One (1) Dry System
8	Petersburg Area Transit	309 Fairgrounds Road – Bus Storage Area	Partial Wet System
9	Salvation Army Homeless Shelter	835 Commerce Street	Wet System
10	Fire Administration	125 N. Union Street	Partial Wet Sprinkler System in southern half of basement-straight pipe off FDC
11	Petersburg Station	100 W. Washington Street	

IV. PREBID CONFERENCE

No conference.

V. GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

Important – Read Carefully Before Submitting Bid

1. Definitions:

- a. Acceptance: Acceptance shall mean approval by the Purchasing Agent's Technical Representative of contractor's invoice for services.
- b. Bidder/Offeror: Any individual, company, firm, partnership, corporation, or other organization bidding or solicitations issued by the Purchasing Office and offering to enter into contracts with the City. The term "bidder" will be used throughout the solicitation and shall be construed to mean "offeror" where appropriate.
- c. City: The City of Petersburg and its authorized representatives and employees.
- d. Contract: The signed Contract, stating the Scope of the Contract wherein the Contractor shall provide the goods and/or services to the City as set forth in the Contract Documents.
- e. Contract Documents:
 - (a) The signed Contract;
 - (b) This Invitation For Bid;
 - (c) Any Addenda issued;
 - (d) The Bid; and

- (e) Modifications and/or Change Orders issued subsequent to the execution of the Contract.
 - f. Contractor: The individual, firm or organization which contracts with the City to perform the Services. As employed herein, the term "contractor" may refer to an individual, an organization, or to the contractor's authorized representative.
 - g. Notice: As defined in Section VI. paragraph F.
 - h. Purchasing Agent: The City of Petersburg Purchasing Agent, or his designated representative, who shall serve as the City's contracting officer.
 - i. Purchasing Agent's Technical Representative: The City official who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.
2. The City:
- a. Authority of the Purchasing Agent: The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Modifications or Change Orders issued pursuant to Section I. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
 - b. Authority of the Purchasing Agent's Technical Representative: The Contract shall be administered by designated City staff who shall be referred to as "the Purchasing Agent's Technical Representative."
 - c. Additional City Representatives: The Purchasing Agent's Technical Representative may designate one or more additional representatives to coordinate with the contractor.
3. The Contractor:
- a. Licensure: To the extent required by the Commonwealth of Virginia or the City of Petersburg, the Contractor shall be duly licensed to perform the Services required to be delivered pursuant to this Contract.
 - b. Key Persons: If any "Key Persons" are identified in the solicitation, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the solicitation, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.
4. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to

its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery.

5. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the Purchasing Office no later than seven (7) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Office. All addenda are downloadable from the City web site www.petersburg-va.org/bidrfp. Each bidder is responsible for determining that all addenda have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule / Bid Response or by returning a copy of each addendum, signed. Failure to do so may result in rejection of the bid. All addenda shall become part of the solicitation and any resulting contracts.

6. QUALIFICATIONS OF BIDDERS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

7. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

8. BIDDING PROCEDURE:

- a. Submit the original and one (1) copy of the bid.
- b. Bids on separate bid invitations must not be combined on the same form or placed in the same envelope. Such bids may not be considered.
- c. All bids submitted shall have included in the price the cost of any business or professional licenses, and permits or fees required by the City of Petersburg or the Commonwealth of Virginia.
- d. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid.
- e. Bids must be sealed and labeled on the outside of an opaque envelope or package to show the following:
 1. Title of Bid
 2. Name of Bidder
 3. Address of Bidder
 4. IFB Number
 5. Bid Receipt and Opening Date and Time

Failure to do so may be cause for rejection.

f. If unable to bid, please sign and return the bid response form by return mail, advising reason for not submitting bid.

g. All forms, blanks and questions must be completed. Failure to do so may cause for rejection of bid.

h. The Purchasing Office will neither accept oral bids nor accept bids received by telephone, fax, or electronically. Unless otherwise specified, bidders are to use the Bid Response Form, attached.

i. Bids received after the due date and time will be deemed unresponsive and returned to the bidder unopened. The time bids are received shall be determined with reference to the Purchasing Office Official Clock. Bidders are responsible for insuring that their bids are stamped by Purchasing Office personnel by the deadline indicated.

j. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid conference and/or the advertised bid opening, the conference and/or opening date will default to the next open business day at the same time and location.

k. No bid shall be altered or amended after the specified time for opening.

l. Only when specifically requested in the bid documents shall each bid be accompanied by a bid bond with surety satisfactory to the City attorney or a cashiers check or a certified check, made payable to the Treasurer of the City of Petersburg. In the event of default by the bidder, the deposit shall be and represent liquidated damages to the City. Bids received without a bid bond, when specifically requested, shall be rejected.

9. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be binding for ninety (90) days from the date of opening, unless extended by mutual consent of the parties.

10. **PRICES:** Unless total sum price is specifically requested, unit and extended prices should also be given. Failure to do so may cause bid not to be considered. In case of error in extension of prices in the bid, the unit prices shall govern.

11. **ROYALTIES, PATENTS, COPYRIGHTS, AND TRADEMARKS:** Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

12. **BRAND NAMES OR APPROVED EQUALS:**

a. The items called for in this bid have been identified by a "brand name or approved equal" description. Such identification is intended to be descriptive, but not restrictive, and is to indicate the standard of quality and characteristics of products that will be satisfactory. Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award provided such products are clearly identified in the bid response and documentation of its equivalency is included with the sealed bid, and the City of Petersburg makes one of the following determinations:

(a.) The product fully meets the salient characteristics requirements referenced in the bid, or

(b.) The product meets materially all characteristics of the specified item in the bid.

b. Unless the bidder clearly indicates in the bid that he is offering an "equal" product, such bid will be considered as offering the brand name products referenced in the bid.

c. If the bidder proposes to furnish an "equal" product, the brand name and model number of the product to be furnished shall be inserted in the space provided in the bid. The bidder shall submit prior to or with the sealed bid a true and exact sample for each "equal" product so noted in the bid. The evaluation of bids and the determination as to equality of the product offered will be the responsibility of the City of Petersburg and will be based on information furnished by the bidder on his bid.

13. REQUIREMENTS CONTRACTS:

a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City of Petersburg as to any minimum or total amount that may or may not be purchased from any resulting contracts.

b. The City reserves the right, at its sole option, to renew the contract for consecutive terms.

c. The City reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.

d. The City may award a bid to a single contractor or to multiple contractors.

e. The City reserves the right not to renew the contract at the end of the initial term or any subsequent term.

f. The City reserves the right to terminate the contract upon written notice to the contractor(s).

g. In the event that a requirements contract is awarded for goods and/or services, the City reserves the right to bid individual bulk purchases if the City deems it will best serve its interest.

h. It is understood and agreed to between the parties in a resulting contract that the City of Petersburg shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.

i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

j. The City has the right to extend this contract up to and not to exceed one hundred eighty (180) days following the last term of renewal.

14. **DESCRIPTIVE MATERIAL:** The Purchasing Office is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder shall furnish as part of his bid all descriptive material (such as catalog cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Office to: (A.) determine whether the product offered meets the salient characteristic requirements of the bid, and (B.) establish exactly what the bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

15. **MATERIAL SAFETY DATA:** A material safety data sheet (MSDS) is required to be submitted to the City, for all chemicals proposed to be furnished in the performance of the services, or the provision of goods, which are the subject of this procurement transaction. The MSDS must list all ingredients which constitute more than one percent (1%) of any

product, or more than one-tenth percent (0.1%) for any known or suspected carcinogens. The MSDS must identify each product by its common or chemical name, provide physical and chemical characteristics of any hazardous materials or hazardous components, list any known acute or chronic health effects, specify exposure limits, and list any necessary or recommended precautionary measures and emergency and first aid procedures.

16. **SAMPLES:** Samples of items, if requested, shall be furnished without charge and if not destroyed shall, upon request within sixty (60) days after the bid opening, be returned at the bidder's expense. After sixty days, unclaimed items will become the property of the City of Petersburg.

17. **TIME and POINT OF DELIVERY / DELIVERY TERMS:** Time of proposed delivery should be stated in number of calendar days. General terms such as "stock", "immediately", and "as soon as possible", may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making the award. All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making an award to the bidder. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

18. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

19. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

20. **TAXES:** (a.) All bids shall be submitted exclusive of direct Federal, State and Local Taxes. However, if the bidder believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid price. (b.) The City is exempt from payment of Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. (c.) Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax; bidders shall consider the tax liability in preparing their bid. (d.) Certificate of exemption will be furnished upon request.

21. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by the City of Petersburg or the Commonwealth of Virginia.

22. **AWARD CRITERIA:** The award may be made by the City to the lowest responsive and responsible bidder or bidders, as applicable, on a per item basis, group of items, or grand total bid, whichever is in the best interests of the City. The City reserves the right to enter into any contract deemed to be in its best interest, including the award of multiple contracts.

The following factors in addition to price (as they apply) shall be a consideration in the award decision:

- a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include additional references, prior to any such award. The City may contact all references furnished by bidders. The right is further reserved by the City to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the City, a bidder is determined to be non-responsible as a result of any investigation conducted by or for the City, award will not be made to that bidder.
- b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the City.
- c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
- d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
- e. The City reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the City in determining bidder's capabilities of successfully administering the contract.
- f. The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
- g. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
- h. Timely delivery of goods or timely completion of services as stated by bidder.
- i. Substantial compliance or noncompliance with specifications set forth in bid as determined by the City.
- j. Inventory capability as it relates to a particular bid.
- k. Results of product testing.

The successful bidder will receive a Purchase Order or Contract. In accordance with Virginia law, notice of award will be posted on the Purchasing Bulletin Board in the City Hall Annex. Bid results will be posted on the City web site. Requests for bid results must be made in writing and a self-addressed stamped envelope is required. The City reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. Bids making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

23. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties that the City shall be bound hereunder only to the extent of funds appropriated and available or which may hereafter become appropriated and available for the purpose of this agreement.

24. **BILLING and PAYMENT:** The Contractor shall submit itemized invoices in duplicate identifying each item billed by the item number used beside each item in this invitation, and the contract number assigned this contract upon its award. It is further understood and agreed between the parties to any agreement resulting from this bid invitation that the City shall not be obligated to purchase or pay for commodities, supplies, equipment or services covered by this agreement unless and until they are ordered, delivered or performed.

25. **FINANCE CHARGES:** Finance charges imposed by the Contractor on any invoice shall not be paid by the City.

26. PAYMENT OF SUBCONTRACTORS: The Contractor agrees 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 a subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received by the Contractor attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (b.) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the City, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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

27. GENERAL GUARANTY: Contractor agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of the contract for which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any goods damaged or marred in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City.
- e. Protect the City from loss or damage to City owner property while it is in the custody of the Contractor.

28. SERVICE CONTRACT GUARANTY: Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided the City may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by and employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the contract.

e. Stipulate that the presence of a City Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

29. **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

30. **ASSIGNMENT OF THE CONTRACT:** The contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

31. **TERMINATION FOR DEFAULT:** The Contractor shall be considered in default if he fails to perform in accordance with the terms of the contract. In such event, a "notice to cure" will be issued advising the Contractor that the non-performance is a breach of contract and if not corrected immediately upon notice, the City may terminate the contract and hold the Contractor responsible for any excess costs; except where non-performance was caused by an act of war, order of legal authority, act of God or strikes, or other unavoidable cause not attributed to the fault or negligence of the Contractor. The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain any of the insurance coverages required herein.

32. **CANCELLATION:** The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

33. **BANKRUPTCY:** If Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate this contract and procure such goods or services from other sources. In such event, Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.

34. **INDEMNIFICATION:** The Contractor shall indemnify, defend, reimburse and hold the City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal state or municipal law or ordinance, or other cause, in connection with the negligent or intentional acts or omission of the Contractor, its employees, subcontractors or agents, or

on account of the negligent performance or character of the work performed in breach of applicable standards of care, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. It is understood that the Contractor shall at its own expense, upon written request by the City, defend any such suit or action brought against the City, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

35. **SMALL BUSINESS, and MINORITY-, WOMEN-, and SERVICE DISABLED VETERAN-OWNED BUSINESS:** The City of Petersburg actively solicits small, and minority-, women-, and service disabled veteran-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the City's Bidder's Mailing List, you may request application for inclusion on the list. Please contact the Purchasing Office at (804) 733-2345 and request an application, or download one from the City's website www.petersburg-va.org.

36. **NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:** The City of Petersburg does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the *Code of Virginia of 1950*, as amended.

37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (a.) provide a drug-free workplace for the contractor's employees; (b.) 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; (c.) 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 (d.) 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.

38. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Code of Virginia of 1950*, as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia of 1950*, as amended, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A. and B. below apply:

a. 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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b.) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

(c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

39. **NONDISCRIMINATION TO CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

40. **IMMIGRATION REFORM & CONTROL ACT OF 1986:** By submitting a bid, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

41. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the City of Petersburg will be used in product literature or advertising. The Contractor shall not state in any of its advertising, product literature or web site that The City of Petersburg has purchased or uses any of its products or services, and the contractor shall not include The City of Petersburg in any client list in advertising and promotional materials.

42. **GOVERNING LAW:** Any contract resulting from this solicitation shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for the City of Petersburg.

43. **PRECEDENCE OF TERMS AND CONDITIONS:** Any and all Special Terms and Conditions contained in this solicitation that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General

Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.

44. SEVERABILITY: Should any provision of this contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if the contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of the contract without including therein such provision(s) which may for any reason hereafter be declared invalid.

45. SURVIVAL: Any provision of this contract which contemplates performance subsequent to any termination or expiration of this contract, including, without limitation, the provisions of Guaranty, Contractual Disputes, Indemnity, and Audit, shall survive any termination or expiration of this contract and shall remain in full force and effect according to their terms.

46. NON-WAIVER: The failure of the Contractor or City to exercise any right, power or option arising under this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by the Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

47. DEBARMENT STATUS: By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the City from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

48. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

49. PROPRIETARY INFORMATION: Ownership of all data, materials, exhibits, and documentation originated and prepared for the City pursuant to the solicitation shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act, Code of Virginia of 1950*, as amended, Section 2.2-3700 et seq.. Section 2.2-4342 F of the *Code of Virginia of 1950*, as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of Section 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act*; however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with Section 2.2-4342 F will be subject to disclosure.

50. REGISTERING OF CORPORATIONS: Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the *Code of Virginia of 1950*, as amended, from the State Corporation Commission. The consequences

of failing to secure a certificate of authority are set forth in Section 13.1-758 of the *Code of Virginia of 1950*, as amended.

51. **CONTRACTUAL DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted by the contractor in writing no later than sixty days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in the Virginia Public Procurement Act.

52. **AUDIT OF CONTRACTOR RECORDS:** The City reserves the right to audit all contractor records in contracts where payments are based on Contractor's records of time, salaries, materials, or actual expense.

53. **NON-EXCLUSIVITY:** The City reserves the right to procure goods or services covered under this contract from a third party when, in the City's sole discretion, it is deemed in the City's best interest.

VI. SPECIAL TERMS AND CONDITIONS

A. RECORD RETENTION AND AUDIT:

Audit: All records, reports and documents relating to this Contract shall be maintained by contractor for a period of five (5) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

B. **INDEMNIFICATION:** The Contractor shall indemnify, defend, reimburse and hold the City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal state or municipal law or ordinance, or other cause, in connection with the negligent or intentional acts or omission of the Contractor, its employees, subcontractors or agents, or on account of the negligent performance or character of the work performed in breach of applicable standards of care, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. It is understood that the Contractor shall at its own expense, upon written request by the City, defend any such suit or action brought against the City, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

C. **RIGHT TO CANCEL OR REJECT:** The City reserves the right to cancel this solicitation and/or reject any or all bids/proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City, determined to be in the best interest of the City.

D. **EXPENSES:** The City will not be responsible for any expenses incurred by a bidder in preparing and submitting a bid or proposal.

E. ASSIGNMENT/SUBCONTRACTING: The services furnished by the Contractor shall be neither assigned nor subcontracted without prior written consent by the City.

F. NOTICE:

1. WRITTEN NOTICE: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
2. NOTICE TO CONTRACTOR: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's business address as stated in the Proposal cover sheet.
3. NOTICE TO CITY: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Purchasing Agent's Technical Representative, with a copy to the Purchasing Agent.

G. CONTRACT TERM: The initial term of the resulting contract shall be for a period of three (3) years from May 1, 2010 through April 30, 2013.

H. RENEWAL OF CONTRACT: The resulting contract may be renewed by the City for three (3) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the Contractor.

1. If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

2. If during any subsequent renewal periods, the City elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

I. TERMINATION OR SUSPENSION:

1. TERMINATION FOR CONVENIENCE: The City shall have the right to terminate this Contract at its own convenience for any reason by giving ninety (90) days prior written Notice of termination to the Contractor. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall

have the right of audit (and Contractor shall have the obligations) stated in Section A, above, insofar as they pertain to amounts claimed to be due hereunder.

2. TERMINATION FOR DEFAULT: The City of Petersburg may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:
 - a. If the Contractor fails to perform the Services as specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee;
 - b. If the Contractor fails to perform any of the other provisions of this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee; or
 - c. Without further notice, if the Contractor defaults in the performance of its duties pursuant to subsections (a) and/or (b) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.
3. NON-APPROPRIATION OF FUNDS: This Contract is conditioned upon an appropriation made by the City Council of the City of Petersburg of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written Notice of Termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
4. FORCE MAJEUR: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy, and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Services were obtainable from other sources in sufficient time for the Contractor to meet the required Time(s) for Performance.

J. PAYMENT: Invoices are to be submitted to the Support Services/Building & Grounds Maintenance Office, 1981 Midway Avenue, Petersburg, VA 23803.

O. INSURANCE:

1. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's activities, whether such be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming the City of Petersburg as an additional insured. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish as a minimum the hereinafter coverages and limits, and on forms and of companies which are acceptable to the City Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia of 1950*, as amended, during the course of the contract shall be in noncompliance with the contract.

b. Employer's Liability - \$100,000.

c. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, and pesticide/herbicide applicator coverage. The City of Petersburg must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.

2. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before the City will execute the contract. In particular, we would call your attention to the following:

a. Please note that the Insurance Certificate must state that the Commercial General Liability policy, and the Umbrella Liability Insurance Policy where required, shall name the "City of Petersburg" as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "Description" where the language may be inserted as follows: the "City of Petersburg is additional insured" *or that* the "City of Petersburg is additional insured with respects to General Liability; and/or Umbrella Liability policies".

b. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows: "Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the City." NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words "endeavor to" in the second line and by striking the clause reading "but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." OR In lieu of modifying the cancellation clause, the City of Petersburg may be listed an additional insured by an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to the City of Petersburg. The endorsement should be on a separate form and attached to the certificate.

c. The Certificate Holder should be listed as:

The City of Petersburg
c/o Purchasing Office
103 West Tabb Street
Petersburg VA 23803
Contract No. _____

d. Certificate of Insurance must be signed.

K. ADDITION OR DELETION OF LOCATIONS: The City reserves the right to add or delete locations or facilities from the contract at the sole discretion of the Purchasing Agent's Technical Representative at no penalty to the City. The monthly rate for any addition will be at an agreed upon amount.

VII. ATTACHMENTS:

Exhibit A: Bid Response Sheet
Exhibit B: References

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Exhibit A

**BID RESPONSE SHEET
SPRINKLER SYSTEM INSPECTION & TESTING SERVICES**

Gentlemen:

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned offers and agrees to furnish all materials, labor and equipment necessary to provide Sprinkler System Inspection and Testing Services.

PRICING SCHEDULE

Item No.	Description	Cost: 1 st Year	Cost: 2 nd Year	Cost: 3 rd Year
1	Siege Museum/Exchange Building			
2	New Circuit Court/Clerk's Office			
3	City Jail			
4	Petersburg Health Department			
5	AP Hill Community Center			
6	National Guard Armory			
7	Petersburg Department of Social Services			
8	Petersburg Area Transit			
9	Salvation Army Homeless Shelter			
10	Fire Administration			
11	Petersburg Station			

TERMS: Terms will be _____ (if this blank is not filled in, it is understood that a discount of 2% is allowed for payment within 15 days). The time allowed for cash discount will be figured from the date of receipt of the property.

DELIVERY: The commodity / service will be delivered or the work completed within ____ calendar days after receipt of the order or notice to proceed.

Respectfully submitted,

Contractor

Address

_____ Telephone _____ Fax _____ E-Mail

Addenda:

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signature: _____ Date _____

Printed Name: _____

Title: _____

REFERENCES

Bidders Shall Provide References On This Form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

RETURN THIS FORM WITH BID RESPONSE