Invitation for Bids
IFB 11345-0-2027/ML Citywide Painting Services

Issued: October 6, 2026
Bid Opening Date and Time: November 3, 2026 2:00 PM Eastern Time

The City of Norfolk is seeking a responsible vendor to provide Painting Services according to the terms, conditions, and specifications of this solicitation.

OFFER TO CONTRACT

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

Bidder's Legal Name: _____

Bidder Address: _____

_____

Virginia State Corporation Commission Number: _____

Authorized Agent Signature: _____

Authorized Agent Name (Printed): _____

Authorized Agent Title: _____

Authorized Agent Contact E-mail: _____

Authorized Agent Contact Phone: _____

Date: _____

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SECTION I – SCOPE OF SERVICES

1. **PURPOSE**:
   The City is seeking a responsible vendor to provide citywide painting and related services according to the terms, conditions, and specifications of this solicitation.

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

2. **SCOPE OF WORK**:
   The purpose of this solicitation is to acquire painting and painting-related services on an as-needed basis for all municipal buildings, facilities, and infrastructure, to include offices, recreational centers, public restrooms, tennis courts, and street furniture. Painting will be on various types of surfaces and Contractor shall utilize appropriate materials, to include primers, latex, oil, enamel, epoxies, sealers and stains according to the surface material, exposure, and municipal standards. The Contractor shall provide routine and preventative painting services to ensure the aesthetic upkeep and protection of surfaces against environmental wear.

   This work includes, but is not limited to, general painting, wall surface preparation and/or repair, installation of wall coverings, and other related services. This is a turnkey contract and the Contractor shall be responsible for all necessary work, scheduling, materials, and equipment to complete projects in a timely, coordinated manner.

3. **SPECIFICATIONS**:
   The Contractor must be licensed and primarily engaged in the painting and related services industry and must maintain a Virginia Department of Professional and Occupational Regulation ("DPOR") class A or B License throughout the period of the contract. It shall be the Contractor's responsibility to obtain all permits and inspections that may be required.

   A. PROTECTION
      Upon commencement of any assignment, the Contractor shall post proper warning signs and/or barriers where necessary. Extreme care shall be taken to safeguard all existing facilities, site amenities, building structures, windows, walkways, greenery, parked vehicles and any other property in and around worksites. Any damages to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

      All surfaces, floors, and City property not to be textured or painted shall always be completely protected. Furniture, floors, surfaces, and other property must be protected by covering with drop cloths or other type of covering, moving, masking, or employing detailed application methods. Any dropped/spilled paint shall be removed immediately to the satisfaction of the City.

      The work site may be occupied during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site.

Contractor shall protect all completed or partially completed areas from damage until the City accepts all the work. The finished project will not be accepted or paid for until inspected area is accepted by an authorized representative of the City.

All work shall be performed in a neat and professional manner that reflects quality workmanship in accordance with standard trade practices and safety procedures. The City reserves the right to order the removal of any employee from any City facility for a reasonable cause. Reasonable cause shall be at the discretion of the City. Contractor shall perform routine inspections to ensure that the work is performed as required by the agreement and ensure that all employees will follow all security procedures in sensitive areas and all buildings.

At the completion of each day's work, all debris and trash from the work site shall be removed and disposed of in a lawful manner. Material removal/disposal shall be at no cost to the City of Norfolk. The Contractor shall not use any City trash containers for disposing of debris of any kind. Contractor shall ensure disposal of paint and related waste in accordance with environmental guidelines.

The City will not be responsible for storing or securing any tools, equipment or materials. Any tools, equipment or materials lost or damaged during the performance of work under this agreement shall be sole responsibility of the Contractor.

The Contractor shall provide all labor, tools, equipment and materials necessary, including electricity and water if not available on site, to safely accomplish all work.

B. PREPARATION

- Contractor shall be responsible for the proper preparation of surfaces prior to painting which may include cleaning areas (i.e. jambs and door facing) where accumulations of dirt, grease, or grime may prevent proper paint adhesion, sanding, priming, and minor damage repair.
- Contractor shall be responsible for the removal and reinstallation of commercial wall coverings and cover bases, as well as the removal of staples, tape or other adhesive materials.
- Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting.
- Newly constructed wall surfaces shall have all drywall nails/screws filled, seams properly taped, scratched and sanded prior to the application of texture and paint.
- Outside corners shall have metal corner bead installed prior to taping and floating (unless otherwise instructed).
- Existing textured walls shall have all voids, cracks, holes, etc. filled with compatible material and be clean, dry, and free of dirt/dust prior to the application of primer, texture, and paint.
- If lead, asbestos, or other hazardous containing material is detected on any wall or surface, Contractor must immediately stop work, evacuate the area, contact the City's Contract Manager, and adhere to all applicable laws, rules, regulations and safety protocols.
- Plaster wall surfaces are to be cleaned, dry, and free of dirt and dust, and all voids filled with a compatible material prior to the application of paint. These surfaces will not receive texture.

- All exterior surfaces except windows are to be pressure cleaned, as necessary, to remove dirt, stain, and mildew prior to painting.
- The doors, frames, and trim are to be properly sanded and prepped prior to the application of any enamel paint.
- The Contractor may be responsible for moving and relocating office furniture for the purpose of painting applicable surfaces behind the furniture. In addition, items hung on the walls shall be removed by the Contractor for painting and replaced after work is completed.
- The Contractor shall avoid disconnecting electronic equipment such as computers, fax machines, telecommunication equipment, and appliances such as refrigerators in which special contents requiring refrigeration may be stored. The Contract Manager shall be responsible for coordinating disconnections as necessary.

C. PAINT APPLICATION

- Contractor shall store, handle, and apply all materials according to manufacturer's specifications, and in compliance with all applicable government regulations.
- Contractor shall apply materials in accordance with manufacturer’s instructions.
- All coating applications or mixing, thinning of material must be performed in accordance with the manufacturer specifications.
- All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.
- All paint in a one-paint coat shall be hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the application of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.
- The rate of coverage per gallon for the paint to be applied shall not exceed the maximum rate recommended by its manufacturer.
- All coated surfaces shall be free of all dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.
- Finished surfaces shall not show brush marks or other irregularities.
- All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.
- Paint may be rolled or sprayed on all textured or plaster surfaces if allowed by manufacturer recommendations.
- Top, side, and bottom edges on all doors shall be painted.

D. EXTERIOR PAINTING

- Any rough or peeling surfaces anywhere on the exterior shall be thoroughly scraped with either scrapers or wire brushes and shall be feather edged with sandpaper before being primed with the appropriate primer for either wood or metal prior to the application of two coats of finish.
- All pitch (roof tar) shall be removed from gutters, flashing, and fascia boards prior to the application of primer coat. All pitch (roof tar) shall also be removed from all copper and aluminum gutters, gutter flashings and fascia. Copper and aluminum gutters, gutter flashings and fascia are not to be painted.

- All window frames and door frames shall be caulked prior to application of paint. All necessary glazing and caulking shall be done prior to the application of the primer coat around window glass. Caulking shall include between windows and brickwork, between coping and brickwork, and between coats where two coats are specified.
- Two coats of finish paint shall be applied to all exterior surfaces with forty-eight (48) hours to be allowed between coats where two coats are specified.
- All doors shall be painted on both sides, and around top, sides and end. All doors (metal and wood), door frames and window frames except those having an aluminized unpainted finish shall be painted.
- All operable windows shall open freely upon completion of work.
- All roof fans and ventilators (except those of aluminum) are to be painted with two coats of enamel paint to match existing roof.

4. SAFETY STANDARDS

Contractors shall be responsible for all employees following security procedures in sensitive areas and all buildings. Identification badges shall be provided by Contractor and shall be worn by all employees while on City premises. These identification badges shall have, at a minimum, the employee's name, picture, and identification number, as well as the company's name. Additionally, the identification badges will be readily identifiable as different from City employee's identification badges. Contractor's employees may require a valid Virginia Driver's license or a valid Virginia Identification Card to access certain facilities. In addition, Contractor's employees will be required to follow additional security procedures while working within the Jail Complex or Juvenile Detention Center. This includes, but is not limited, to employee background checks, documentation of tool inventories upon entry and exit, responsibility for securing tools while on site, vehicle and/or personal searches upon entering or leaving the sites as deemed necessary by City staff.

Contractor shall be responsible for assuring the safety of City employees and the general public, as well as the Contractor's employees during performance of all services under this contract. Contractor shall assure that all crews are fully and properly equipped to perform services promptly and safely without delay.

Contractors must maintain Safety Data Sheets ("SDS") in compliance with Office of Safety and Health Administration ("OSHA") requirements for all products used.

Contractors must comply with Environmental Protection Agency standards 40 CFR Part 745, addressing lead-based paint hazards created by renovations, repair, and painting activities that disturb existing lead base paint.

Contractors must comply with Occupational Safety Hazard Administration ("OSHA") standards 29 CFR 1910 and 29 CFR 1926, with regard to personal protective equipment, fall protection and other workplace hazards.

5. MATERIALS AND EQUIPMENT:

Contractors shall supply all labor, material, equipment, and services incidental to the accomplishment of the work assigned, including, but not limited to, the following: all trucks, personnel and tool transport equipment, all hand tools customarily employed in painting and related services, ladders, sprayers, pressure washers, scaffolding and/or lift equipment to enable work on any surface location. Labor and material used will be billed at the bid rate. Materials shall be provided as required at a

discount from list price. The City reserves the right to require proof of the Contractor's cost. Subcontracted services must be pre-approved on a case-by-case basis and will be billed at supplied invoice..

6. **WORK ORDERS AND INVOICING**:
The City will notify the Contractor(s) that a specific job is available via email. The Contractor shall respond within 48 hours of notification. Contractor must inspect each site and submit a cost proposal based upon the bid rates and any additional requirements provided during site visit. It shall be the full responsibility of the Contractor to visit and inspect the locations prior to the submission of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware of obstructions, or informed of all requirements and specifications for a job assignment.

Each job will require a written estimate of the total cost of work including the target date for starting and estimated time of completion for the project. An estimate will be submitted to the Contract Manager not more than an additional 48 hours later, and at no cost to the City. The Contractor shall complete the project within the time period proposed unless a time extension has been approved by the Contract Manager.

Upon completion of a project, work performed by the Contractor is subject to the Contract Manager's inspection and approval. Payment will not be made for any service until all requirements are met and acceptance of service as to contract compliance has been approved.

Following acceptance, Contractor shall provide the City with an itemized bill with the following information within thirty (30) calendar days of job completion:
- The City of Norfolk Work Order Number
- Itemized cost of all materials used
- List of labor hours, to include specific labor categories multiplied by labor rates

Incorrect invoices will be returned to the Contractor for corrections prior to payment.

7. **WORK HOURS**:
Regular work hours shall be between 8:00am and 5:00pm, Monday through Friday, excluding City holidays. Overtime shall be considered any work ordered outside of those hours, and all overtime shall be preapproved by the City's Project Officer. Overtime will be paid at 1.5 times the standard labor rate. Work completed outside of business hours due to vendor delay shall not be considered overtime.

8. **QUALITY OF WORK**:
Work will be judged for quality from the aspects of functionality, durability, and aesthetics as appropriate. The City will remain the sole judge of the acceptability of all work performed. Any work deemed not acceptable will be redone by the Contractor at no cost to the City until an acceptable level of work is achieved. All work shall be conducted using only the best commercial and workmanlike practices and only materials of the highest quality shall be used in the execution of the resulting agreement.

In case of failure to furnish services in accordance with the contract terms and conditions, the City may 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.

9. WARRANTY:

Contractors shall guarantee:

a) Adequate protection from damage for all work and to repair damages of any kind for which it or its workmen are responsible, to the building, or equipment, to his own work, or to the work of other workmen.

b) Any merchandise provided under the contract which is or becomes defective during the manufacturer's warranty period shall be corrected or replaced to the satisfaction of the City.

c) All work performed on this project shall be fully guaranteed against defects in material and workmanship for a period of twelve (12) months following the date of City acceptance. Should the City note any defect, the Contractor will be notified of such defect or non-conformance. The Contractor shall correct or replace the defect/deficiency at no cost to the City and shall be subject to all provisions to the same extent as work originally performed. If the Contractor fails or refuses to replace or correct, the City may have the defect/deficiency corrected or replaced from another source and charge the Contractor for the costs incurred. NOTE: Damage as a result of vandalism is exempt from this guarantee.

d) Any merchandise provided under the contract that is or becomes defective during the manufacturer's warranty period shall be corrected or replaced to the satisfaction of the City agency requesting service.

SECTION II – INSTRUCTIONS TO THE BIDDER

A. ISSUING OFFICE:

City of Norfolk
Office of the Purchasing Agent
810 Union Street, Suite 303
Norfolk, VA 23510
Telephone: (757) 981-4790
E-mail: mia.lorenz@norfolk.gov

B. IFB SCHEDULE:

Event	Date
IFB Issued	October 6, 2026
Question Deadline	October 12, 2026
Addendum issued	October 19, 2026
IFB Due	November 3, 2026

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

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

D. BIDDERS OF RECORD:

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

E. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDA:

All questions relating to this solicitation shall be submitted through the Questions and Answers tab in the electronic solicitation posting for **IFB No. 11345-0-2027/ML** at https://procurement.opengov.com/portal/norfolk. Questions should be succinct. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Bidders are cautioned that any written, electronic, or oral representations made by any City representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent through the Office of the Purchasing Agent's electronic bid service provider website https://procurement.opengov.com/portal/norfolk.

No questions will be considered if they are submitted after October 12, 2026 at 5:00 PM EST.

F. BID SUBMISSION:

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

G. BID SUBMITTAL REQUIREMENTS:

Bids shall include the following documents:

1) The completed cover page of this IFB, which will contain:
   a. Signature of an agent authorized to bind the company
   b. Requested contact information
2) Attachments A – F. Attachment G is encouraged but not required.
3) Proof of business licenses
4) Bidders shall complete all Vendor Submission requirements included in the electronic posting of the solicitation.
5) Bidders shall provide all pricing required in the Bid Form section of the electronic posting of the solicitation.
6) Bids shall include a statement setting forth the basis for protection of all proprietary information, if any.

H. METHOD OF AWARD:

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

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

The lowest total cost will be determined calculating the Total Bid Price included by the bidders on the Bid Form. Please see the electronic posting of the solicitation to submit bid pricing.

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

Unbalanced bids will be rejected. An unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's

anticipated profit, overhead costs, and other indirect costs, which the bidder anticipates for the performance of the items in question.

I. BIDDER CERTIFICATION:

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

J. NONCONFORMING TERMS AND CONDITIONS:

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

K. DISPOSITION OF BIDS:

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

L. DISCLOSURE:

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidders must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs and/or bid pricing are to be protected is unacceptable and will be disregarded. If the City receives a VFOIA request for records, the City will have the final determination if any information will be withheld under VFOIA, regardless of if the information was marked proprietary or trade secret information.

M. COST INCURRED IN RESPONDING:

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

N. ANTI-COLLUSION:

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

O. ETHICS IN PUBLIC CONTRACTING:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment B.

P. NONDISCRIMINATION:

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

Q. DEBARMENT CERTIFICATION:

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

R. BIDDER INVESTIGATIONS:

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

S. INCOMPLETE DOCUMENTS:

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

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

T. QUALIFICATION OF BIDDERS:

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

U. ALTERNATE BID:

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

V. INFORMALITIES:

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

W. CITY OF NORFOLK BUSINESS LICENSES:

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

X. AUTHORITY TO TRANSACT BUSINESS:

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

Y. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING:

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the City Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

Z. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT:

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

AA. NOTICE OF DECISION TO AWARD:

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

BB. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT:

The City encourages small businesses and businesses owned by women, minorities and service-disabled veterans to compete, and encourages non-minority firms to provide for the participation of such businesses through subcontracting, partnerships, joint ventures, and other contractual opportunities. All bidders are encouraged but not required to complete Attachment G.

CC. COOPERATIVE PROCUREMENT:

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

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

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

a) In the event the City is unable to release one or more payments by electronic funds transfer, the Contractor agrees to either:
    i. Accept payment by check or some other mutually agreeable method of payment; or
    ii. Request the City to extend payment due dates until such time as the City makes payment by EFT.

b) Mandatory submission of Contractor's EFT information:
    i. The Contractor is required to provide the City with the information required to make payment by EFT (see paragraph (d) of this clause).
    ii. If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information to each contract.

c) Mechanisms for EFT payment. The City may make payment by EFT through either through:
    i. the Automated Clearing House (ACH) network payment directly to the Contractor's designated account, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System, or
    ii. ESP payments which involve use of a virtual credit card (16 Digit Single Use Card #) issued by the City's bank for accessing the funds.

d) Forms to register for either type of electronic payment will be provided to the Contractor for completion prior to selection and must be completed prior to the issuance of a Purchase Order or award of any contract pursuant to this solicitation.

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM

Work under this Agreement shall be for five (5) years. No work will be deemed complete until it is accepted by the City.

PRICE ADJUSTMENTS

The pricing of the resulting Agreement will remain firm throughout the Agreement Term unless the Contractor or the City submit a written price adjustment request to the other party not less than 60 days prior to the anniversary of the execution of the Agreement ("Anniversary Date"). Adjustments to the pricing will not exceed half of the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Not Seasonally Adjusted, Urban Areas ("CPI-W") for the 12-month period ending five months prior to the Anniversary Date of each year of the Agreement, or three percent (3%), whichever is lower.

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

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

INSURANCE REQUIREMENTS

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

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

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

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than $2 million combined single limit; or, Bodily Injury $1,000,000 each person, $2,000,000 accident, and Property Damage $100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined

by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

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

INSURANCE POLICIES/CERTIFICATE OF INSURANCE. Contractor will furnish the City with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required above. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Contract, the Contractor will furnish a certificate of insurance evidencing renewal of such coverage to the City within 10 days of the effective date of such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this Agreement. Failure of the City, and, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Agreement.

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

INDEMNIFICATION

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

APPROPRIATION OF FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this Agreement is in effect. Funds are certified for the first year of this Agreement. On or before July 1 of each succeeding

Contract Year during the term of this Agreement, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from the City to the Contractor.

PAYMENT OF SUBCONTRACTORS

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to this Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fire, riot, rebellion, natural disaster, emergency or disaster declared by the Governor or President of the United States, war, act of terrorism, or act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless the solicitation calls for performance by the Contractor of emergency services or under emergency conditions or as otherwise specified in the Contract.

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

NOTICES

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

Notices to the City shall be addressed as follows:

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

With copy to:

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

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

CITY OF NORFOLK BUSINESS LICENSES

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

DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

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

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

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

Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

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

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

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

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

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

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

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

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

DRUG FREE WORKPLACE

During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by the City, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

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

FORCED AND INDENTURED CHILD LABOR PROHIBITED

Contractor agrees that (i) it shall adhere to the requirements of Virginia Code § 2.2-4311.4, which prohibit the use of forced or indentured child labor; and (ii) it shall include a provision prohibiting the use of forced or indentured child labor in every subcontract or purchase order exceeding $10,000, so that the prohibition will be binding upon each subcontractor or vendor.

"Forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

DIGITAL ACCESSIBILITY REQUIREMENTS

Purpose/Intent:
The City of Norfolk is committed to accessibility in accordance with state and federal law, including a web presence and online tools and services that everyone can access. The Web Content Accessibility Guidelines (WCAG) are a set of criteria to help make web technologies and web content more accessible. Following these guidelines makes content accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity, and combinations of these. Employing accessibility best practices also improves the user experience of all users.

Regulations promulgated by the Department of Justice under Title II of the Americans with Disabilities Act ("ADA") mandate that state and local governments use WCAG Version 2.1, Level AA as the technical standard for the governments' web content and mobile apps. This standard also applies to the government's content, tools, and platforms posted or run by a contractor or vendor.

Accessibility Requirements:

1. Compliance Standard: All deliverables under this contract — including websites, mobile apps, documents (PDFs, Word, PowerPoint, spreadsheets), social media content, software interfaces, and multimedia — must comply with all technical and other standards for digital accessibility applicable to local governments under Title II of the Americans with Disabilities Act ("ADA") (including but not limited to WCAG 2.1 Level A and Level AA, as required by the Title II ADA regulations in effect as of April 24, 2026), and with any technical or other standards required by Virginia law, including but not limited to the Information Technology Access Act, Virginia Code § 2.2-3500 et seq.
2. Testing and Verification: The vendor shall provide evidence of compliance with the Compliance Standard, including but not limited to third-party audits or accessibility conformance reports. Any defects or non-conforming elements discovered shall be remedied at no additional cost to the City.
3. Maintenance and Upgrades: Any updates, enhancements, or patches must not degrade accessibility; new or modified content must also meet the Compliance Standard.
4. Forward Compatibility: The vendor shall design and build with future compliance in mind, including readiness for WCAG 2.2 success criteria or subsequent standards (such as WCAG 3), so that migration or upgrades will be feasible without complete redesign.
5. Documentation: Vendor shall deliver relevant accessibility documentation (Voluntary Product Accessibility Template ("VPAT") or equivalent), and provide training / support materials as needed.
6. Enforcement and Remedies: Failure to meet these standards shall constitute breach of contract, entitling the City to any and all remedies available in law and equity, and as provided in this contract, including but not limited to, the right of the City to obtain alternate performance of the obligations in this contract by another vendor at Contractor's expense.

SECTION IV – ATTACHMENTS

ATTACHMENT A – ANTI-COLLUSION STATEMENT

TO ALL BIDDERS: EXECUTE AND RETURN WITH BID DOCUMENTS.

In the preparation and submission of this bid, on behalf of _____(name of Bidder), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Bidder hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

Name: _____

Signature: _____

Title: _____

Date: _____

Company: _____

ATTACHMENT B – ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

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

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

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

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

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

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

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

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

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

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

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money,

services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

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

(Ord. No. 33,095, § 1, 9-11-84)

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

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.
(Ord. No. 33,095, § 1, 9-11-84)

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

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

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

(Ord. No. 43,223, § 2, 9-9-08)

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

(1) The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
(2) Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or

representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.
(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

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

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

Initial: _____

ATTACHMENT C – NON-DISCRIMINATION

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

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

1. During the performance of this contract, the Contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, political affiliation, whistleblower activity, parental status, military service or any other characteristic protected by federal or state law. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination 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. 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.

    c. If the contractor employs more than five (5) employees, prior to award by the city to the contractor of any contract or purchase order of over ten thousand dollars ($10,000), the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the City of Norfolk, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth of Virginia that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000; Ord. No. 46,755, § 1, 2-28-17; Ord. No. 48,194, § 1, 10-27-20)

Initial:

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

I. **CERTIFICATION**.

The Bidder _____(name of bidder) certifies, to the best of its knowledge and belief, that—

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

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

II. **INSTRUCTIONS.**

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

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

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

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

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

Name: _____

Signature: _____

Title: _____

Date: _____

Company: _____

ATTACHMENT E – COMPLIANCE WITH FEDERAL IMMIGRATION LAW

I. **CERTIFICATION.**

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

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

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

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

III. **NOTICE.**

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

Name: _____ Signature: _____

Title: _____ Date: _____

Company: _____

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

I. **CERTIFICATION.**

A. The 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 by the State Corporation Commission: _____

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

II. **INSTRUCTIONS.**

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

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

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

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

Name: _____ Signature: _____

Title: _____ Date: _____

Company: _____

ATTACHMENT G – EQUAL OPPORTUNITY BUSINESS STATUS

I. CERTIFICATION

Business Classification: Is your company a small business, minority owned business, woman owned business, or service-disabled veteran owned business? Yes / No

If yes, please check the appropriate categories:

- ☐ Small business
- ☐ Woman-owned business
- ☐ Service-disabled veteran owned business
- ☐ Minority-owned business:

_____	African American (male)	_____	African American (female)
_____	Hispanic (male)	_____	Hispanic (female)
_____	Asian American (male)	_____	Asian American (female)
_____	American Indian (male)	_____	American Indian (female)
_____	Eskimo (male)	_____	Eskimo (female)
_____	Aleut (male)	_____	Aleut (female)
_____	Other (male)	_____	Caucasian (female)
		_____	Other (female)

Subcontracting Opportunities for Small, Women Owned, Minority Owned, and Service-Disabled Veteran Owned Business Enterprises. All prime contractors are encouraged to furnish the following information:

1. Proposed Name(s) of your Subcontractor(s) _____
   _____

   a. Proposed Category of Subcontractor(s) - please check appropriate categories:

☐ Small business
☐ Woman-owned business
☐ Service-disabled veteran owned business
☐ Minority-owned business:

_____	African American (male)	_____	African American (female)
_____	Hispanic (male)	_____	Hispanic (female)
_____	Asian American (male)	_____	Asian American (female)
_____	American Indian (male)	_____	American Indian (female)
_____	Eskimo (male)	_____	Eskimo (female)
_____	Aleut (male)	_____	Aleut (female)
_____	Other (male)	_____	Caucasian (female)
		_____	Other (female)

2. Proposed number of subcontracts: _____
3. Proposed description of commodity (e.g., masonry, hauling, insulation): _____
   _____
4. Proposed description of project: _____
   _____
5. Proposed Total value of awards to all subcontractors: _____
6. Proposed Total Number of minority subcontracts awarded: _____

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

II. INSTRUCTIONS

All bidders are encouraged but not required to provide this information in their bid response indicating the planned use of such businesses in fulfilling any resulting contract.