



Request for Quotation

Project: **Repairs to Cupola (Circuit Court)**

Date: April 27, 2020

TO: SELECTED VENDORS

The City of Charlottesville requests a price quotation for the services described in the "Scope Of Service" section provided below. This solicitation is subject to the provisions of the City of Charlottesville's General Terms and Conditions and any other special terms and conditions provided with this document. The City will assume no responsibility for oral instruction, suggestion, or interpretation; any question regarding the bid documents shall be directed in writing, and any material change will be submitted to all bidders. Awards shall be based on determination of the lowest responsive responsible bidder.

Project Manager: Joe Shifflett

Email: shifflettjo@charlottesville.org

Phone: (434) 284-2601

Fax: (434) 970-3026

Please submit quotes via email to Joe Shifflett Structural Contract and Project Coordinator at shifflettjo@charlottesville.org Quotes must be sent on the official pricing schedule and signed to be accepted. Quotes must also be received before **2:00 PM** (local prevailing time) on **May 12, 2020**.

***NOTE: (All quotes must be placed on the signed pricing schedule provided in this packet on page 5 to be considered).**

Site visits can be scheduled by emailing Joe Shifflett. Any site visits will need to be scheduled the week of **May 4 – May 7, 2020 between the hours of 7:30 AM and 4:00 PM.** Those scheduled site visits will individually meet at the **Charlottesville Circuit Court, 315 E. High Street, Charlottesville, VA 22902.** Proper construction sight PPE is required. Drone footage of the cupola is available to view at https://www.dropbox.com/s/unvnoh80xm31f75/DJI_0169.MP4?dl=0

Project Description: Restoration of the cupola located atop the Charlottesville Circuit Courthouse; 315 E. High St., Charlottesville, VA. Work is to include sealing of leaks, replacement of deteriorated components, repair, and refinishing.

PART 1: GENERAL

Scope of Services: All work described herein is included as part of this solicitation unless otherwise specified. The scope of services generally includes, but is not necessarily limited to, the following:

- A. Provision of competent management and supervision of the project at all times
- B. Work includes all parts of the cupola and its base
- C. by providing
- D. Remove any deteriorated wood or metal components (document shape, form, texture, material, etc.) in full piece segments as originally constructed
- E. Replace any removed wood or metal (in full piece segments as originally constructed) with matching materials (shape, form, texture, material, species, etc.) according to Secretary of Interior Historic Guidelines
- F. Inspect fasteners:
 - a. Properly re-set fasteners as needed
 - b. Replace any fasteners, which are in deteriorated condition, with matching type in stainless steel

- G. Inspect the cupola and its base carefully to identify any areas where water may be infiltrating the building and seal those locations
- H. Carefully prepare the entire cupola for sealing and painting by scraping and light sanding per Secretary of Interior Historic Guidelines; collect and properly dispose of all chips, flakes, etc. resulting from scraping and sanding (see Section *Air Quality, Environmental, & Noise / Paragraph B.* on page 3)
- I. Seal all seams, cracks, and small voids with paintable sealant
- J. Painting:
 - a. Prime all bare spots and new wood; allow to fully cure; re-apply primer as needed; ensure proper application and full coverage per manufacturer's instructions
 - b. Apply finish coats (as needed for full coverage) with Sherwin-Williams Kwal Liquid Vinyl acrylic paint; re-apply paint as needed; ensure proper application and full coverage per manufacturer's instructions
- K. When complete, thoroughly clean the work area.

Submittals/Samples/Certifications:

- A. Product Data: Provide for all products used (include MSDS sheets for volatile materials). Where not specifically identified herein, provide sample submittals.
- B. Construction Details: Provide submittal drawings or samples depicting and clarifying specific work items, or, as requested by the City.
- C. Maintenance data: Submit manufacturers' care and maintenance recommendations, including recommended repair and cleaning instructions.
- D. The successful bidder shall show proof of insurance, as required in the General Terms and Conditions contained herein, naming the City as "additional insured." See Page 8.
- E. Any other items requested by the City.

Delivery, Storage, and Handling:

- A. Deliver materials to project site in the manufacturer's original, unopened containers bearing all labels, legible at time of use. Delivery of all material to the project site is the Contractor's responsibility. Repair of any damaged materials, during shipping, handling, or installation, is the Contractor's responsibility.
- B. Store materials so that contamination and physical damage is prevented.

Related Documents: (See Attachments)

- A. CITY OF CHARLOTTESVILLE WORKERS' COMPENSATION Certificate of Coverage (ATTACHMENT D); see page 15
- B. [Small-, Women-, Minority-, Micro, Employment Services Organizations, and Veteran-Owned Business Objectives \(Attachment G\)](#); see page 16

PART 2: PRODUCTS: See Part One, General.

PART 3: EXECUTION:

Workmanship, Quality, Safety, & Conduct:

- A. The Contractor shall hold a current and valid Commonwealth of Va. Contractor's License.
- B. All work shall be performed in compliance with these Documents.
- C. All work shall be performed by thoroughly trained and highly experienced tradesmen who are familiar with the requirements of this work.
- D. All work shall be representative of high quality commercial construction standards. Rejection of unacceptable work is solely at the Owner's discretion. Remedy, and related costs, of work deemed unacceptable shall be the responsibility of the Contractor.
- E. Regulations: **Permits are not required.** Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
 - i. Building Code requirements;
 - ii. Health and safety regulations;
 - iii. Utility company regulations;

- iv. Police, Fire Department and Rescue Squad rules; and,
- v. Environmental protection regulations.
- F. Standards: Specifications for quality, execution, and installation shall be primarily governed by the manufactures' written specifications and instructions for the respective task or component of this project. Specifications for quality, execution, and installation shall be secondarily governed by leading industry standards, as determined by the Owner, for the respective task or component of this project.
- G. Inspections:
 - i. Permit Inspections: Coordinate with jurisdiction having authority (if applicable).
 - ii. Third Party Testing and Inspection: Coordinate with Owner's representative.
- H. The Contractor shall unconditionally warrant all work described herein for a period of one year from the date of project completion and acceptance by the Owner.
- I. Bonds: Bonds (bid bonds, or, payment and performance bonds) are not required for bid/contract amounts less than \$100,000.
- J. The Contractor is responsible for not damaging the Owner's property as part of this work. Where damage is caused, by the Contractor, to the Owner's property, the Contractor shall be responsible for the cost of all repairs. The Contractor is responsible for documenting any existing damage prior to beginning work.
- K. The Contractor shall verify all existing conditions and dimensions prior to commencement of work and shall advise the Owner immediately upon discovery of variances between site conditions and these Documents.
- L. The Contractor shall comply with all legally mandated safety precautions.
- M. The Contractor shall maintain a high level of worker and site safety.
- N. All Contractor employees, staff, visitors, or sub-contractors shall wear and/or display ID at all times while on site; and, all workers shall conduct themselves in a safe, professional, and courteous manner.
- O. Smoking is prohibited at all facilities owned, operated, or managed by the City of Charlottesville or Charlottesville City Schools.

Air Quality, Environmental, & Noise:

- A. The Contractor shall comply with all legally mandated environmental regulations and precautions. For any release of fluid, or other material, which could be considered an environmental contaminate the Contractor shall immediately stop the Work, initiate spill response procedures, call emergency responders (if prudent), and contact the Owner's Construction Manager assigned to the Project. When required, contact the appropriate regulating authority.
- B. Asbestos and Lead:
 - i. Asbestos Clarification: Asbestos Containing Materials (ACM) is not suspected to be present within the Project Work Areas or building components related to this work. However, should the Contractor discover any material that it suspects could be ACM, the Contractor shall immediately stop work and contact the Owner's Construction Manager assigned to the project.
 - ii. Lead-Based Paint Clarification: Due to the age of the building, Lead Based Paint (LBP) is presumed to be present. The Contractor shall follow OSHA Lead Standards and EPA Renovations & Repair Painting Rule requirements. Any LBP-related work shall be performed by certified personnel and under the monitoring of the City's industrial hygiene consultant.
- C. Any work that may produce annoying or hazardous dust, aroma, or fumes shall be performed during hours when tenant, staff, or patrons are not scheduled to be present. Coordinate such work periods with the City's Construction Manager. Any fumes or off-gassing VOCs released as a part of this work shall be properly ventilated from the Owner's property by 8:00am of the morning after which the application of materials which released such odors or gases was made.
- D. The Owner understands and expects that, by the nature of this work, some limited noise may be a factor. .

Finishing and Clean-up:

- A. Conform to manufacturers' recommendations in the use of chemical cleaners.
- B. Remove all errant drips, spills, splatters, etc. from the project work area.
- C. Protect all finishes and components until the work is turned over to the Owner.
- D. Remove scrap materials and packaging from the work area and dispose of properly.
- E. Generally clean and remove debris at the end of each work day.
- F. Thoroughly clean the Project Work Areas upon completion of work and prior to the work being turned over to the Owner.

PART 4: SCHEDULE, LOGISTICS, & SITE CONDITIONS

Work Schedule:

- A. All work shall be performed per the following schedule:
 - i. June 23, 2020: Work may begin on or after this date.
 - ii. July 23, 2020: Completion (all work complete and turned over to the Owner).
- B. Following are Available Working Hours:
 - i. Monday-Friday: 8:00 am-6:00 pm
 - ii. Other times as agreed to by the Owner.
- C. Notice to Proceed (NTP) will be in the form of a written Purchase Order and will be issued within five (5) days of bid due date, award, and receipt of required contract submittals (see page 2). Within one week of the date of the NTP, the Contractor shall provide a basic project schedule suitable to the Owner (include work start, milestones, substantial completion, and final completion) and in compliance with Sections ‘A’ and ‘B’ directly above.
- D. Prior to beginning any work at the site, a pre-construction meeting is to be held and shall include the following: Owner’s tenant, Owner’s Project Manager, Owner’s Construction Manager, and Contractor.

Site Conditions:

- A. Work will occur in a partially occupied and working facility, care shall be taken to minimize disruptions and avoid hazards to staff and patrons using the facility. At the end of each work period, the following shall be performed by the Contractor:
 - i. Barricade the Project Work Area and all work in progress to prevent access by school or City staff;
 - ii. Return all areas, in and around the Project Work Area, to a clean and orderly condition.
 - iii. Clean and secure all work access and/or hauling routes (within the facility) to and from the Project Work Area.
- B. Any exterior fabrication shall be negotiated with the Owner. Clean-up of debris (slurry, dust, etc.) from such operations is the Contractor’s responsibility.
- C. Electricity and water supply is available, within reason, by the Owner as provided in the Project Work Area.
- D. Any shut-down in service (water, electricity, etc.) shall be coordinated with the Owner. The Contractor shall provide 72 hour notice of any required service shut-down.
- E. Lay Down and Logistics of the Project Work Area:
 - i. The Project Work Area is the roof area of the building and required rear parking area for maneuvering of lift.
 - ii. Some Lay-Down and Storage Space is available in the Project Work Area. Otherwise, materials need to be stored off-site. The Contractor is responsible for security of all stored items.
- F. Parking:
 - i. Parking space is available in the Project Work Area vicinity.
 - ii. The Contractor is responsible for ensuring that finished exterior surfaces over which their vehicles or equipment may be parked or operated are not damaged by leaks, spills, or any other means caused by the Contractor.
- G. Public restrooms for the Contractor’s employees and sub-contractors are not available and a temporary portable restroom facility shall be provided by the Contractor for its staff and sub-contractors.

Payment Terms, Change Orders, & Liquidated Damages:

- A. Payment terms will be as detailed in the following General Terms and Conditions.
- B. Change Orders
 - i. Change Orders must be submitted in writing and include all relevant back-up and cost information.
 - ii. Change Orders must be approved, in writing, by the Project Manager or other authorized City official.
 - iii. Maximum Change Order mark-up at sub-contractor level for this job is 15%.
 - iv. Maximum Change Order mark-up at General Contractor level for this job is 15%.
- B. Liquidated Damages will not be assessed on this project.

Pricing Schedule – Circuit Court Roof & Cupola Repairs

(Submit quote on this form)

Fixed sum Fee for the scope of service described above.

BID TOTAL: \$ _____

In compliance with this Request for Quotation and to all conditions imposed herein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated above.

Bidder acknowledges receipt of Addenda No. _____ through Addendum No. _____

By my signature on this solicitation, I certify that this firm/individual (and any sub-contractors) is properly licensed for providing the goods/services specified.

Bidder’s Information:

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Print Name & Title: _____ Date: _____

Signature: _____ email: _____

State Corporation Commission ID Number: _____

Virginia Contractor License No. (if required herein): _____

(Compliance with Virginia Code [§ 54.1-1115](#) regarding Contractor licensure as well as compliance with all applicable law is required.)

References:

Name/Organization Phone Number

Name/Organization Phone Number

Name/Organization Phone Number

GENERAL TERMS AND CONDITIONS:

A. **ANTI-DISCRIMINATION:** By submitting their quotations, 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 Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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 recipients 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 2.2.4343.1E*).

Every contract over \$10,000 shall include the provisions:

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. During the performance of this contract, the Contractor agrees that it 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 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.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that it is an equal opportunity employer.
 - iii. 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 No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each sub-contractor or vendor.

B. **ANTI-DISCRIMINATION OF 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 public body 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.

C. **ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS:** The City of Charlottesville does not discriminate against faith-based organizations.

D. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the City of Charlottesville 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 of Charlottesville under said contract.

E. **APPLICABLE LAWS & COURTS:** This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville.

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

G. **AWARD OF CONTRACT:** Awards shall be based on determination of the lowest responsive and responsible bidder.

No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsible.

- H. **BID ACCEPTANCE PERIOD:** Each bid submitted must be and remain valid for a period of at least thirty (30) days from bid opening. Erroneous quotations may be reclaimed or superseded any time prior to closing time; Modification of or corrections to quotations are not acceptable after the closing time specified. Any new quotation must be marked as in Section A with the additional notation "Supersedes all previous submissions." No bidder may withdraw his quotation from consideration after closing time due to a mistake, except as permitted by Virginia Code §2.2-4330.
- I. **BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non registered vendor. Go to www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- J. **CLARIFICATION OF TERMS:** The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the bid documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all bidders through issuance of an addendum. **Any questions related to this RFO MUST be submitted to the Project Manager listed on Page 1 no fewer than five (5) work days prior to the quotation due date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective bidders without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFQ is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- K. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's bid. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for quotation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- L. **CONTRACTOR LICENSE REQUIREMENTS:** State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the City of Charlottesville.
- M. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 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 has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Procurement Office.
- N. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, the City of Charlottesville or any local government or public authority 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.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them 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 which the City may have.

- P. DRUG-FREE WORKPLACE CLAUSE: During the performance of this contract the Contractor agrees as follows: (i) to provide a drug-free workplace for the Contractor's employees; (ii) to 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; and (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. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a Contractor in accordance with this procurement transaction, where the Contractor's employees 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.
- Q. ETHICS IN PUBLIC CONTRACTING: Per *Code of Virginia, 2.2-4367*: By submitting a bid, the bidder certifies that their bid is 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 bid, 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.
- R. EXTRA CHARGES NOT ALLOWED: Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of quotations.
- S. IDLING REDUCTION REQUIREMENT: Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- T. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- U. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business at the closing time specified, for whatever reason, quotations will be accepted on the next scheduled business day, at the originally scheduled time.
- V. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney's fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's sub-contractors, agents or employees in the performance of Contractor's or any of its sub-contractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- W. INSPECTION OF JOB SITE: The vendor is responsible for thorough examination of the documents and the project site prior to submitting a quotation.
- X. INSURANCE: By signing and submitting a bid under this solicitation, the Offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:

- 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 during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
- b. **Employer's Liability - \$100,000 per employee for bodily injury and disease.** This policy shall specifically list Virginia as a covered state.
- c. **Commercial General Liability** - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. This insurance shall name the City and its officials, officers, and employees and agents as "additional insureds" by endorsement to the Commercial General Liability policy.
- d. **Automobile Liability** - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- e. Umbrella or Excess Liability Coverage)
- f. Professional Liability Insurance

All insurance coverage:

- a. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
- b. shall be kept in force throughout performance of services;
- c. shall be an occurrence based policy;
- d. shall include completed operations coverage;
- e. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
- f. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability policies. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its sub-contractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such sub-contractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its sub-contractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of sub-contractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Offeror or its sub-contractors and suppliers.

Y. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR RFQs: Failure to submit a bid on the official City form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Request for Quotations 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 nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

Z. OSHA STANDARDS: All Contractors and sub-contractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health

Standards and any other applicable rules and regulations. Also, all Contractors and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

AA. PAYMENT:

a. To Prime Contractor:

1. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any city department of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- 3.

BB. PERMITS AND FEES: All quotations submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The bidder must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

CC. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

DD. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the bidder (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

EE. 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 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.

FF. RIGHT TO ACCEPT OR REJECT BIDS: The City reserves the right to accept or reject any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a minor defect variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

GG. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

HH. SMALL BUSINESS SUB-CONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement

activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Bidders are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**

- II. **TAXES:** Include only taxes applicable to the project in this bid. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.
- JJ. **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.
- KK. **TRANSPORTATION AND PACKAGING:** All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their quotations, all bidders certify and warrant that the price offered for FOB 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.
- LL. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** If the City requests a formal report or work product, the Contractor is required to deliver the report to comply with the Americans with Disabilities Act (ADA) and, as may be applicable, the Rehabilitation Act of 1973. The formal report shall be provided in a .PDF; HTML or other text-based format in which optical character recognition is provided, and in which any photographs, images, diagrams, maps, etc. are marked by adequate "alt tags" and "long description tags," to the end that the contents of the report will be readable by a screen reader for the sight impaired.
- MM. **SECTION 508 COMPLIANCE:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville (the "City") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Act, §2.2-3500 through 2.2-3504 of the Code of Virginia.
- NN. **NON-VISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
- a. Effective, interactive control and use of the Technology shall be readily achievable by non-visual means;
 - b. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - c. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the forgoing nonvisual access standards shall not be required if the City determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available, or (iii) exclusion of the technology access clause is otherwise justified in accordance with applicable laws.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the forgoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

OO. The terms and conditions set forth above within this Request for Quotation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

SPECIAL TERMS AND CONDITIONS:

- A. **CANCELLATION OF CONTRACT:** The City reserves the right to cancel and terminate any resulting contract for cause or convenience, in part or in whole, without penalty, upon 30 days written notice to the Contractor.
- B. **SDS:** A Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The MSDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- C. **COMPETITION INTENDED:** It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

ATTACHMENT A

**CITY OF CHARLOTTESVILLE
WORKERS' COMPENSATION
Certificate of Coverage**

Section 2.2-4332, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the City of Charlottesville.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the City.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia. Yes No
Insurance Company _____
Policy expiration date _____
- B. is self-insured for workers' compensation. Yes

Title of Construction Contract: _____

Contract Number: _____

Signed by: _____

Title: _____

Firm Name: _____

Address: _____

ATTACHMENT B

**SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES
ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES**

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE) and micro businesses (O), women-owned businesses (WBE), minority-owned businesses (MBE), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, O, WBE, MBE, ESO and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your bid.

1. If you are a SBE, O, WBE, MBE, ESO or VBE, please check one or more of the following boxes:

_____ SBE _____ O _____ WBE _____ MBE _____ ESO _____ VBE

Certification #: _____ Expiration Date: _____

If certified by other than the Virginia Department of Small Business and Supplier Diversity provide the name and contact information, including phone number and website of certifying agency:

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, O, WBE, MBE, ESO or VBE, put zeros in the spaces below.

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **O** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **ESO** Dollars to be Sub-contracted \$ _____

Total **VBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, O, WBE, MBE, ESO or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

I certify the accuracy of this information.

Signed: _____ Title: _____