

REQUEST FOR QUOTATIONS (RFQ)



Issue Date: November 16, 2020

RFQ# TREE PLANTING-2020

Title: Fall Tree Planting Project

Issuing Agency: City of Charlottesville

Using Department/Division And/Or Location

Where Work Will Be Performed: City of Charlottesville, Parks & Recreation/Parks

Quotations in response to this RFQ will be received until 2:00PM local prevailing time on November 30, 2020 For Furnishing The Goods/Services Described Herein. Quotations received after the time designated for receipt will not be considered.

All Inquiries For Information Should Be Directed To: Mike Ronayne, Urban Forester Phone: 434-970-3587
Email: ronaynem@charlottesville.gov.

Quotations may be mailed, hand delivered, faxed or emailed.

IF QUOTATIONS ARE HAND DELIVERED OR MAILED SEND DIRECTLY TO ADDRESS SHOWN BELOW:

City of Charlottesville
Parks & Recreation/Parks Department
Mike Ronayne
1300 Pen Park Road
Charlottesville, VA 22901

IF QUOTATIONS ARE EMAILED, EMAIL TO: ronaynem@charlottesville.gov

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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Be advised that some of the content in the associated pages may not be posted in an accessible format for screen readers due to the length, complexity and technical nature; however, accommodations will be made upon request by calling 434-970-3860 or submitting an email request to purchasing@charlottesville.gov

- I. **PURPOSE:** The City of Charlottesville is soliciting quotations from qualified vendors to furnish and install trees in street medians and park and school location in Charlottesville, Virginia.
- II. **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.
- III. **MINORITY BUSINESS PROGRAM:** As part of the City of Charlottesville’s Minority Business Program, the City of Charlottesville encourages the participation of small, women, minority, veteran and micro-owned businesses (SWaM-O) in the City’s procurement transactions. In order to support and build up the capacity of SWaM-O businesses, City Council and staff have taken steps to push forward policy changes and initiatives to help reduce barriers to doing business with the City. To find out more about the current City of Charlottesville initiatives and programs please visit the Minority Business Program website at <https://www.charlottesville.gov/718/Minority-Business-Program>.
- IV. **SCOPE OF WORK/DESCRIPTION OF ITEM:**
The contractor shall provide all labor, supervision, equipment, tools, materials and incidentals necessary to furnish and install twenty-three (23) 2” caliper Balled & Burlapped Stock (B&B) trees as specified herein, see attached City of Charlottesville Landscape Specification, **ATTACHMENT C**. All equipment, materials and installation work shall comply with this specification, the Virginia OSHA Standards, and the Virginia Uniform Statewide Building Codes.”

The Contractor shall provide site utility inspection, planting, mulching, tree staking and “Gator Bag” watering aid installation. The Contractor shall locate and space trees as designated by the locations flagged by the City Representative. The Contractor shall guarantee one (1) year survival for each tree installed

The Contractor shall provide all goods and complete all services on or before Friday, February 5, 2021.

Plant Schedule (23 trees) Locations and Quantities by species:

Preston Av. Median (closest physical address is 601 Preston Av.)

1 Quercus coccinea

Starr Hill Park 609 Elsom St.

1 Taxodium distichum

Greenbrier Elementary School – 2228 Greenbrier Dr.

1 Liriodendron tulipifera

Lower Washington Park – 1001 Preston Av.

4 Platanus x acerfolia

999 Grove St.

1 Quercus nutalli

401 Oakmont St.

1 Quercus shumardii

708 Altavista

Ulmus americana ‘Jefferson’

Buford Middle School – 1000 Cherry Av.

1 Quercus shumardii

Island at McIntire Rd. and Nelson Rd. intersection (closest physical address is 711 Nelson Dr.)

1 Quercus alba

Burnley-Moran Elementary School – 1300 Long St.

1 Acer saccharum
1 Nyssa sylvatica
1 Fagus grandifolia

Median of Monticello Av. (closest physical address is 201 Monticello Av.)

1 Quercus coccinea

35 University Cir

1 Acer saccharum

Tonsler Park – 500 Cherry Av.

1 Quercus shumardii
1 Nyssa sylvatica

3 University Cir

1 Acer saccharum

Fifeville Park – 1200 King St.

1 Ulmus americana ‘Jefferson’

Jordan Park – 1607 6th St. SE

1 Taxodium distichum

218 Dice St.

1 Quercus shumardii

V. **GENERAL TERMS AND CONDITIONS:** fi

A. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Code of Virginia §2.2-4311, §2.2-4311.2, and §2.2-4312 . 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:

1. During the performance of this contract, the contractor agrees as follows:
 - a. 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.

- b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section
 - d. The requirements of these provisions 1 and 2 are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
2. 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 subcontractor 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, a 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, Virginia.
 - 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. AVAILABILITY OF FUNDS: The City's obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City's performance thereof.
 - H. 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-responsive.
 - I. BID ACCEPTANCE: Bids will be date and time stamped upon receipt and retained unopened in a secure location until bid opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the bidder to ensure timely and correct delivery of bid.
 - J. BID ACCEPTANCE PERIOD: Each bid submitted must be and remain valid for a period of at least sixty (60) days from bid opening. Erroneous bids may be reclaimed or superseded any time prior to bid opening time; Modification of or corrections to bids are not acceptable after bids have opened. Any new bid must be marked with the additional notation "Supersedes all previous submissions." No bidder may withdraw his bid from consideration after bid opening due to a mistake, except as permitted by the Code of Virginia §2.2-4330.
 - K. BID TABULATIONS: Tabulations of bids are a matter of public record and are available upon request.

- L. BID/PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- M. 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 <https://www.charlottesville.gov/299/Vendor-Registration>.
- N. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways per the requirements of the City's Internal Contracts Management Policy:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by less than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 - b. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering, the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
- O. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation of this IFB. Any question regarding the solicitation documents and/or specifications shall be directed to the issuing agency designated on page 1 and any material change will be submitted to all bidders/offerors through issuance of an addendum. **Any questions related to this IFB MUST be submitted to the city staff listed on page 1 no fewer than five (5) work days prior to the date set by this IFB for receipt of bids by the City.** 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/offerors without causing an unacceptable delay in the process.
- P. 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 requirement(s)

of this IFB (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Code of Virginia, Virginia Public Procurement Act or the Charlottesville City Code, or (iv) 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.

- Q. **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.
- R. **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 and Risk Management Services Division. Contractual disputes shall also be subject to the provisions of the Code of Virginia §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions. Resolution of a claim by the City or its administrative appeals panel shall not relieve a Contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.
- S. **DEBARMENT STATUS:** By participating in this procurement, bidders/offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, 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. Bidder/Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently so debarred. If a bidder/offeror is created or used for the purpose of circumventing a debarment decision against another bidder/offeror, the non-debarred bidder/offeror will be debarred for the same time period as the debarred bidder/offeror.
- T. **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 that the City may have.
- U. **DRUG-FREE WORKPLACE CLAUSE:** Applicable for all contracts over \$10,000. 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.
- V. **ERROR IN EXTENSION OF PRICES:** In the case of an error in the extension of prices, the unit price shall govern.
- W. **ETHICS IN PUBLIC CONTRACTING:** Per the Code of Virginia §2.2-4367, by submitting a bid/proposal, the bidder/offeror certifies that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, 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.

- X. **EXTRA CHARGES NOT ALLOWED:** Bidders 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 bids.
- Y. **HEADINGS:** Section, article and paragraph headings contained within this Invitation for Bids have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Invitation for Bids.
- Z. **IDLING REDUCTION REQUIREMENT:** Bidders/Offerors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy can be made available to any Bidder/Offeror by submitting an email request to purchasing@charlottesville.gov.
- AA. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable to all contracts over \$10,000. By entering into a written contract with the City of Charlottesville, the bidder/offeror certifies that the bidder/offeror does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- BB. **INCLEMENT WEATHER/CLOSURE OF CITY OFFICES:** If the City of Charlottesville is closed for business on the date and time set by this solicitation for receipt of bids/proposals, then bids/proposals will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of bids/proposals.
- CC. **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 attorneys 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 subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, 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.
- DD. **INSPECTION OF JOB SITE:** The bidder/offeror is responsible for thorough examination of the documents and the project site prior to responding to the solicitation.
- EE. **INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the bidder/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 bidder's/offeror'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 bidder/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. 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. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

All insurance coverage:

1. 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;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. 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;
6. 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 Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. (**See Attachment B for a Sample C.O.I. and Guide to the Acord Form**). The Bidder 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 Bidder 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. 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 Bidder shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Bidder shall ensure that all Required Insurance coverages of its subcontractors 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 subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Bidder or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Bidder of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Bidder fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Bidder agrees to release and discharge the City of and from all liability to the Bidder, and to anyone claiming by, through or under the Bidder, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this IFB shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

FF. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBS: Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as 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.

GG. NEW EQUIPMENT: Unless otherwise noted any equipment bid shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this bid.

HH. OSHA STANDARDS: All contractors and subcontractors 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. In addition, all contractors and subcontractors 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.

II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

JJ. 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 that 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 § 2.2-4363-4364).

b. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

1. 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
2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. 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.

KK. PERMITS AND FEES: All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville and 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.

LL. 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.

MM. 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 (Code of Virginia §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 the Code of Virginia §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.

NN. QUALIFICATIONS OF BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror 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/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the City that such bidder/offeror

is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

OO. 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 or variation from the exact requirements, which does not affect the price, quality, quantity or delivery schedule.

PP. 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 on the submitted bid/proposal, 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 the Code of Virginia §22.1-296., 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.

QQ. SMALL BUSINESS SUBCONTRACTING 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.**

RR. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to the Code of Virginia §2.2-4311.2 subsection B,), a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder/offeror 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 is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. Any business entity described above that enters into a contract with a public body pursuant to the Code of Virginia, Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void a contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

SS. 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.

TT. 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.

UU. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their bids/proposals, all bidders/offerors 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.

VV. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys

the general style, type, character, and quality of the article desired. Any article that the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid/proposal that the product offered is an equal product, such bid, proposal will be considered to offer the brand name product referenced in the solicitation.

WW. The requirements of this IFB shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

VI. SPECIAL TERMS AND CONDITIONS:

- A. AWARD OF CONTRACT: Award will be made to the lowest responsive/responsible bidder based on the TOTAL on the PRICING SCHEDULE, SEE ATTACHMENT C.
- B. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- C. DELIVERY: Project completion required on or before Friday, February 5, 2021.
- D. E-VERIFY PROGRAM: The Contractor shall register and participate in the E-Verify Program to verify information and work authorization of its newly hired employees performing work pursuant to the contract. The contractor should attach to their bid a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify. E-VERIFY is free for employers and is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-VERIFY can be accessed at <https://www.e-verify.gov/>.
- E. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- F. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- G. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- H. PRODUCT INFORMATION: The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the RFQ to enable the City to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the RFQ to be considered nonresponsive.
- I. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 1 year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the City and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office

issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

J. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the City's satisfaction at the contractor's expense.

XX. 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.

VII. PRICING SCHEDULE: Award will be made to the lowest responsive/responsible bidder based on the TOTAL on the PRICING SCHEDULE, SEE ATTACHMENT C.

VIII. ATTACHMENTS:
ATTACHMENT A

CITY OF CHARLOTTESVILLE COVID-19 RESPONSE DOCUMENT:
PROCEDURES FOR CITY STAFF AND CONTRACTOR WORK IN CITY OWNED
AND MAINTAINED FACILITIES

ATTACHMENT B
ATTACHMENT C
ATTACHMENT D
ATTACHMENT E

SAMPLE COI AND GUIDE TO THE ACORD FORM
PRICING SCHEDULE
CITY OF CHARLOTTESVILLE LANDSCAPE TREE PLANTING SPECIFICATIONS
SMALL, WOMEN, MINORITY, MICRO, EMPLOYMENT SERVICES
ORGANIZATIONS AND VETERAN-OWNED BUSINESS OBJECTIVES

City of Charlottesville COVID-19 Response Document: Procedures for City Staff and Contractor work in City Owned and Maintained Facilities

Purpose:

The purpose of this procedure is to outline the process to be taken by City of Charlottesville (“City”) staff and outside contractors during the COVID-19 healthcare pandemic. Health and Safety shall be a prime concern of the Contractor at all times. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and performing construction, including project site safety and safety precautions and programs. The City’s contract administrator or their designee will have final authority regarding the appropriateness of the Contractor’s plan and execution and will have the final decision regarding admission of Contractors to the work site.

Some City owned or maintained facilities will be temporarily and/or conditionally opened and available for site investigations and/or construction work. Based on recommendations set forth by the Centers for Disease Control (CDC), the Virginia Department of Health and the Thomas Jefferson Health District, all City staff, contractors and vendors must adhere to strict social distancing recommendations, wearing of face coverings, enhanced sanitizing procedures, and apply relevant workplace guidance and regulations from state and federal authorities including:

- CDC: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- OSHA: <https://www.osha.gov/SLTC/covid-19/controlprevention.html#health>
- Virginia Department of Labor and Industry: <https://www.doli.virginia.gov/vosh-programs/coronavirus-covid-19-resources/>

NOTE: The Virginia Department of Labor and Industry (“DOLI”) passed its Emergency Temporary Standard for Infectious Disease Prevention related to COVID-19 on July 15: <https://www.doli.virginia.gov/wp-content/uploads/2020/07/COVID-19-Emergency-Temporary-Standard-FOR-PUBLIC-DISTRIBUTION-FINAL-7.17.2020.pdf> It includes hazard assessment, communication and training requirements, depending on the types of tasks employees perform at work. The standard became effective on July 27, 2020.

Authority & Definition

The basis of this policy is rooted in the guidance from the Centers for Disease Control (CDC) and the Virginia Department of Health (VDH) regarding transmission of COVID-19. “*Community facilities*” (e.g., schools, daycares centers, businesses) comprise most non- healthcare settings that are visited by the general public outside of a household.

Procedure:

I. Responsibilities of all persons who enter City owned or maintained facilities:

a. Practice and enforce social distancing:

- i. Increase distance between shared work spaces. When physically greeting others, avoid physical contact. (i.e. do not fist bump, shake hands, hugs, etc.)
- ii. Limit work groups to 10 individuals or less and keep at least 6 feet apart. When possible, avoid more than 1 person in the elevator at a time.
- iii. Practice and enforce social distancing with colleagues and visitors by keeping space between yourself and others. Actively monitor and ask colleagues to stay 6 feet apart if feasible.
- iv. Convert most in-person meetings to virtual meetings. Ensure in-person groups are no larger than 10 people and appropriate physical space of at least 6 feet is maintained between each

- individual.
- v. Increase physical workspace between employees. This includes modifying existing seating arrangements in workspaces, break areas and conference rooms as necessary.

b. Practice preventive measures:

- i. Individuals who are sick should remain at home.
- ii. If a worker shows symptoms or indicates they may have been exposed, they must be sent home. Anyone with a temperature above 100.0 degrees Fahrenheit will not be permitted to work on City property, and if a worker is found to have developed a temperature above 100.0 degrees while working, they must leave the work site.
- iii. Hand-shaking and physical contact are prohibited. Practice cough etiquette. Cough or sneeze into your elbow or tissues. If you cough into tissues throw them in the trash **and** wash your hands immediately.
- iv. Request visitors who enter the building wash their hands or use alcohol- based hand rubs containing at least 60% alcohol upon arrival and during their visit.
- v. Wash hands frequently with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer which should be rubbed on hands until dry, about 20 seconds.
- vi. Face coverings are required to be worn by everyone in shared spaces where social distancing measures cannot be maintained.

Note: Cloth face coverings are NOT surgical masks or respirators and are not appropriate substitutes for them in workplaces where masks or respirators are recommended or required.

- vii. Refrain from talking over documents, equipment, or food items that will be distributed to others.
- viii. For certain occupied facilities, special traffic routes and restroom facilities may, or may not, be available for Staff, Contractor staff and subcontractors. Such restrictions will be detailed in solicitations for work but may be modified as conditions change. Contractors shall review and train, daily, with its employees and subcontractors regarding which foot traffic routes, restroom facilities, and areas of the facility are restricted for the Contractor staff and subcontractors.
- ix. Clean all frequently touched surfaces routinely (i.e. daily).
- x. Maintain an open line of communication with the workforce and keep them informed with the latest news and/or changes which may directly affect them.

c. Specific Responsibilities of the Outside Contractor(s) when entering City owned or maintained facilities:

In addition to the above practices, it is the responsibility of the Outside Contractor to also:

- i. Comply with existing OSHA standards (<https://www.osha.gov/SLTC/covid-19/standards.html>) as these standards apply to protecting workers from the novel coronavirus, COVID-19. The contractor is responsible to remain compliant with all applicable OSHA requirements.
- ii. The Contractor is required to implement a health screening protocol that includes both temperature monitoring and health screening questions to determine if workers are experiencing COVID-19 symptoms or (potentially) exposed to someone with COVID-19 symptoms. Results will be documented and maintained and can be audited by the City's representative at any time.
- iii. Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol- based hand rubs containing at least 60% alcohol.
- iv. Provide reminders to their staff of the importance of regular handwashing and take all precautionary measures to ensure that workers have hand washing facilities, or an alternative to prevent further spread of the virus.
- v. Ensure hand sanitizer is fully stocked in all portable restrooms.
- vi. Provide to workers, customers, and worksite visitors cloth face covers which cover the mouth and nose.
- vii. Maintain enhanced housekeeping practices, including routine cleaning and disinfecting of

- viii. surfaces, equipment, and other elements of the work environment.
- viii. Ensure that all safety related information (including signage) is relayed to the workers in their native language as to ensure that they will understand the message.
- ix. Submit the contractor's plan for responding to a COVID case in terms of worker removal from jobsite, notification, workspace cleaning, and return to work. This plan must include immediate notification of the City's contract administrator of a worker who is or has been working on City property who is suspected or who has tested positive for COVID 19. NOTE: If a COVID case involving City employees occurs in the proximity of the contractor's jobsite, the contractor will be notified.
- x. Upon completion of work, the entire work area shall be thoroughly cleaned and disinfected with a disinfectant approved by the Environmental Protection Agency.

Thank you in advance for demonstrating community care by implementing the above prevention measures.

II. Resources:

- a. [CDC Guidance on Cleaning and Disinfecting for Community Facilities](#)
- b. [United States Environmental Protection Agency site on approved cleaners](#)

SAMPLE C.O.I. and GUIDE TO THE ACORD FORM

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Bidders are not required to submit a C.O.I or Endorsement(s) with their bid response. Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage. The Bidder 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 Bidder 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".

Sample C.O.I. and Guide to the Acord Form

PRODUCER -
Insurance agency /broker who issues certificate

NAMED INSURED -
Must be legal name of contracting party.

Must include the types of insurance required by contract

POLICY FORM -
Should be "occurrence"

ADDITIONAL INSURED -
City of Charlottesville must be named and endorsed (separate document) as additional insured

CERTIFICATE HOLDER -
Must be City of Charlottesville

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Doe, Agent	PHONE (AG, No. Ext): (123)456-7890
Insurance Agency/ Broker 123 Main St., Anytown, VA 21234	INSURER(S) AFFORDING COVERAGE	FA# (AG, No.): (123)456-7890
INSURED	INSURER A: Insurance Company 1	NAIC # 123456
XYZ Contractor 456 South St., Anytown, VA 21234	INSURER B: Insurance Company 2	567890
	INSURER C: Insurance Company 3	112233
	INSURER D:	
	INSURER E:	
	INSURER F:	

TYPE	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
A	AUTOMOBILE LIABILITY	X	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> UNINSURED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB EXCESS LIAB	X	112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		ABC123	12-1-2014	12-1-2015	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / ACTIVITIES / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Charlottesville 325 4th St. NW Charlottesville, VA 22903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John Doe, Agent</i>

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POLICY EFFECTIVE DATE - prior to or same as effective date of contract

LIMITS OF INSURANCE - Must be the same or greater than contract requirements

POLICY NUMBER - Must match the number on the separate endorsement document

PRICING SCHEDULE

RFQ#: TREE PLANTING-2020

Title: Fall Tree Planting Project

TREE PLANTING-2020/FALL TREE PLANTING PROJECT				
Qty	UOM	Description	Unit Price	Extended Price
2	EA	Quercus coccinea	\$ _____	\$ _____
2	EA	Taxodium distichum	\$ _____	\$ _____
1	EA	Liriodendron tulipifera	\$ _____	\$ _____
4	EA	Platanus x acerfolia	\$ _____	\$ _____
1	EA	Quercus nutalli	\$ _____	\$ _____
2	EA	Ulmus American 'Jefferson'	\$ _____	\$ _____
4	EA	Quercus shumardii	\$ _____	\$ _____
1	EA	Quercus alba	\$ _____	\$ _____
3	EA	Acer saccharum	\$ _____	\$ _____
2	EA	Nyssa sylvatica	\$ _____	\$ _____
1	EA	Fagus grandifolia	\$ _____	\$ _____
2	EA	Quercus coccinea	\$ _____	\$ _____
2	EA	Taxodium distichum	\$ _____	\$ _____

TREE PLANTING-2020/FALL TREE PLANTING PROJECT				
Qty	UOM	Description	Unit Price	Extended Price
1	LOT	Planting Materials (stakes, mulch, gatorbags, etc.)	\$ _____	\$ _____
1	LOT	Labor (planting, mulching, tree staking, water aid installation)	\$ _____	\$ _____
TOTAL (Basis of Award)				\$ _____

Delivery: Project completion required on or before Friday, February 5, 2021.

In Compliance With This Request for Quotations And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated above.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm:

DBA _____

Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

ATTACHMENT D

**CITY OF CHARLOTTESVILLE
LANDSCAPE TREE PLANTING**

SPECIFICATIONS

Section 1.00 General

1.01 Standards

- A. All plants shall be true to botanical name as specified in the contract.
- B. All plant material shall be in accordance with the latest edition of American Standard for Nursery Stock, prepared by the American Association of Nurserymen (AAN).

1.02 Substitutions

- A. If a plant is found not to be suitable or available, the Landscape Contractor is to notify the Owner, before bidding.
- B. If the Contractor cannot secure certain plants or materials on which were bid and was awarded the contract, he/she shall notify the Owner, who will select a reasonable alternative. Substitutions shall be of similar size and description as the original and the contractor will provide any identified substitution at no additional cost to the Owner.

1.03 Utilities and Concealed Contingencies

- A. If there is a conflict with the utilities and the planting, the Owner is to be responsible for relocating plants prior to the planting process. Contractor is to notify Miss Utility in advance of work commencing.
- B. The Landscape Contractor will not be held responsible for concealed contingencies such as, but not limited to, rock, water, clay pan or other obstacles encountered in excavation work, which are not apparent at the time of estimating.
- C. Drainage: No plants shall be planted in situations that show obvious poor drainage. Such situations shall be brought to the attention of the Owner, and if deemed necessary, the plants shall be relocated.

1.04 Workmanship

- A. During planting, all areas shall be kept neat and clean, and all reasonable precautions shall be taken to avoid damage to existing plants, turf and structures. Safety precautions must be taken to assure safety of motorists and pedestrians.
- B. Upon completion, all debris and waste material resulting from planting operations shall be removed from the project.
- C. Any damaged areas shall be restored to the original condition at the cost to the Landscape Contractor.
- D. Work shall be performed by experienced personnel. At all times during the execution of the planting contract, the Contractor must have at the site a supervisor with the authority to represent the Contractor.

1.05 Job Conditions

- A. Proceed with and complete the landscape work as rapidly as possible.
- B. Project Schedule: Contractor shall prepare a proposed project schedule and advise the Owner's representative of that schedule. Schedule shall include, but not be limited to anticipated planting dates.

Section 2.00 PRODUCTS AND PRODUCT HANDLING

2.01 Plants

- A. All plants shall equal or exceed the measurements specified in the "Plant Schedule". These are minimum acceptable sizes, measured after planting.
- B. All plant stock shall be dug and handled with reasonable care and skill to prevent injuries to the trunk, branches, and roots. The stock shall be packed in the approved manner for that particular plant to insure arrival of the plants at the site in good condition necessary for successful recovery and development of the plant. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Do not prune prior to delivery.

- C. Tarps or other suitable material shall be used to cover plant material securely and completely during shipping. Drying of plants in transit and/or excessive sprouting of new shoots shall be cause for rejection and replacement. Unless otherwise stated in the contract, the method of transporting plant materials to the destination shall be left to the discretion of the Contractor.
- D. Provide freshly dug trees and shrubs. Do not use trees or shrubs which have been in cold storage or heeled-in. Plant material may be dug with a tree spade.
- E. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
- F. All herbaceous perennial and groundcover plants of each particular variety shall be reasonably uniform in size and configuration.
- G. Do not remove container-grown stock from containers until planting time.
- H. Provide nursery-grown trees and shrubs, except as indicated, grown in a recognized nursery in accordance with good horticultural practice, with healthy root systems developed by transplanting or root pruning. Provide only healthy, vigorous stock grown for at least 2 years under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, or disfigurement.

2.02 Soil and Soil Amendments

- A. **It will be the Contractor's responsibility to furnish sufficient topsoil in all planting areas in order to provide a reasonable finished grade.**
- B. **Topsoil furnished shall not be excessively acid or alkaline nor contain toxic substances that may be harmful to plant growth. It shall be without subsoil and shall be clean and reasonably free from clay, lumps, stones, stumps, roots, debris, or similar substances two inches or more in diameter, or other objects which might be a hindrance to planting operations. Topsoil shall contain at least 5% organic matter. The pH value shall be between 5.5 and 7.0.**
- C. Where bed areas call for the planting of herbaceous perennials or groundcovers, the soils shall be amended with organic matter. This organic matter shall be added to the finished grade of the site 2" deep and uniformly cultivated into the soil to a depth of 8 to 12 inches.
- D. Soil Amendments:
 - Topsoil is not an acceptable soil amendment.
 - No lime shall be used.
 - No peat moss shall be used unless specified.
 - Organic matter can be from compost, or locally available organic waste. Organic matter should be free from debris, weed seeds, and insects or diseases that may be harmful to the intended planting.

2.05 Mulch

- A. **Mulch shall consist of 100% shredded hardwood bark** with an organic content of not less than 90% and with a white wood content not to exceed 8%. It shall be a good, uniform brown color, of a grind not more than 25% of which will pass through a ¾" sieve, and of such character as not to be easily displaced by wind.
- B. No black plastic shall be used beneath mulch.

2.06 Tree Stakes

- A. **Staking of trees is to be done with two hardwood stakes 2"x 2"x 6', placed at optimum locations around the plant.**

2.07 Tree Staking Hardware

- A. Wires are not an acceptable tie material.
- B. **Heavy-duty polypropylene chain lock tie or equal as approved by owner.**

Section 3.00 PLANT MATERIALS

3.01 General

- A. All plants shall have well-formed tops and root systems, and shall be free from injurious insects, plant diseases and other plant pests and the following defects: serious injuries to the top, branches, trunk, bark or roots; dried-out roots; prematurely opened buds; thin or poor tops or root systems; evidence of molding; or dry, loose or broken ball of earth in balled and burlapped stock.
- B. **Quality and Size: All trees are to be specimen, street tree quality B&B Heavy Transplants. Trees are to be suitable for planting as street trees and are to be single stemmed (unless otherwise specified on plans) and free of branches to a point about 50% of their height.** Compliance with this provision by radical pruning will not be acceptable.
- C. Plant Approval: All plant materials shall be subject to approval by the Owner's representative
- D. The Owner may inspect the plant material either at the place of growth or at site prior to planting for compliance to specifications and requirements. Approval of stock at the source does not alter the right of rejection at the place of consignment. All plants rejected at the place of consignment shall be replaced with acceptable plants of the same species, variety, and size, unless otherwise approved by the Owner. Substitutions shall not be accepted without permission of the Owner.

3.02 Plant Material Types

- A. **Balled and Burlapped Stock (B & B)**
Plant stock designated to be delivered "B&B" shall be moved with a compact natural ball of earth firmly wrapped in burlap so that upon delivery the soil in the ball shall not have been loosened and caused to drop away from contact with the small feeding roots. Each ball shall be of sufficient width and depth to encompass the fibrous feeding roots necessary to insure successful recovery and development of the plant. The minimum sizes of balls, ball depths and diameters, and the increased ball sizes for collected stock shall be in accordance with recommended "Balling and Burlapping Specifications", as set forth in the latest edition of American Standard for Nursery Stock, prepared by the American Association of Nurserymen (AAN)
- B. **Container Grown Stock (CG)**
Container grown stock shall be well rooted and established in the container in which it is growing. The stock shall have grown in the container sufficiently long for the new fibrous roots to have developed so that the root soil mass will retain its shape when removed from the container. The plants shall not have grown in the container long enough to become container bound. Containers shall be sufficiently rigid to retain their shape and protect plant root systems during shipping and handling. Container size shall be in accordance with the latest edition of American Standard for Nursery Stock, prepared by the American Association of Nurserymen (AAN).

Section 4.00 PLANTING OPERATIONS

4.01 General

- A. Time of Planting: Planting operations shall be conducted under favorable weather conditions. Planting operations may, however, be conducted under unseasonable conditions at the option and on the full responsibility of the Contractor. If losses occur, there shall be no additional cost to the Owner.
- B. **Plants shall be located and spaced as designated by flagged locations on site placed by City.**
- C. Should any unforeseen obstructions be encountered in a proposed planting area, the Owner shall select an alternate plant location. If the location cannot be changed, the obstruction shall, if possible, be sufficiently removed by the Contractor to allow adequate root growth after the plant is properly planted.
- D. Each plant shall be placed in a straight, upright, and centered position in its designated planting hole.
- E. **All plants must be watered immediately following installation and then not less than twice per week until final inspection and acceptance.** Watering must be done with a mist spray, soaking the ground to a minimum depth of 2 inches.
- F. **All trees are to have 20 gallon "Gator Bag" watering devices installed.**

4.02 Site Preparation

- A. **It is the responsibility of the Contractor to remove and dispose of in a proper and acceptable manner, materials existing on site, which are not called for in proposed drawings. These materials include, but are not limited to railroad ties, wood timbers, and excessive soil.**
- B. The Contractor shall remove any stumps and roots interfering with installation of new construction to a clear depth of 12" below subgrade.
- C. Remove any stones, sticks, or debris found that might interfere with proposed plantings. Uniformly cultivate enough topsoil and or organic matter into loosened subsoil to meet grades and elevations required for project area.
- D. Following soil preparation and prior to planting, beds shall be raked to a smooth and even contour.

4.03 Planting of Trees and Shrubs

- A. **The planting hole shall be excavated two to three times as wide as the diameter of the root ball to ensure healthy root growth. The hole will be wider near the soil surface, where most root growth occurs. The depth of the planting hole shall be one to two inches shallower than the depth of the root ball, leaving the bottom of the hole undisturbed. *Machine dug holes must be scored to prevent glazing.* Planting must be done by hand in marked areas to avoid underground utility lines.**
- B. **Set plant in planting hole to proper grade and alignment. *The trunk flare must be visible at or slightly above the finished grade.***
- C. **Any synthetic materials used to wrap the root system, including synthetic burlap and twine, shall be entirely removed from the ball and the hole. *The top 2/3 of any natural burlap or any wire basket shall be cut and removed from the ball and the hole.* The planting hole shall be completely free of extraneous material before backfill is added.**
- D. Only existing unamended soil will be used to backfill planting holes. The Contractor shall backfill with half of the soil, water thoroughly to settle out air pockets, finish backfilling, remove excess soil, and then water again. **Finished grade must be level with the existing adjacent grade, excess soil must NOT be placed on or surrounding tree root ball.**
- E. Remove any tree wraps, as they may increase insect, disease, and water damage to trunks.
- F. Staking of trees is to be done with two wooden stakes 2" x 2" x 6', placed at optimum locations around the plant. Trees shall be fastened to stakes using tie material as specified in section 2.07 placed at a 30" minimum above the ground. Trees will be allowed a slight amount of flex rather than holding them rigidly in place.
- G. **Three inches of mulch shall be applied uniformly to all tree and shrub plantings. Mulch shall be placed so as not to touch or cover tree trunks or shrub stems. A mulch free area, four to six inches from the base of the plants, must be provided in order to prevent disease or decay.**
- H. **For trees planted in an open lawn area, the diameter of the mulch ring shall be equal to the spread of the tree crown.**

Section 5.00 INSPECTION, GUARANTEES, MAINTENANCE AND PAYMENT

5.01 Inspection

- A. For acceptance: Upon the complete installation of planting, the Contractor shall request an inspection by the Owner to determine that all planting has been accomplished according to the plans and specifications.
- B. Acceptance date shall be the date of the final acceptance. Guarantees shall begin after landscape inspection and final payment.

5.02 Guarantees and Replacements

- A. The **Contractor shall guarantee all materials and labor performed under this contract for a period of one year from the date of final acceptance.** All plant material shall be guaranteed for a period of one full year after date of acceptance against defects, including death and unsatisfactory growth, but excepting defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond the contractor's control. If a replacement is necessary, the Contractor shall remove the specified plants from the site and replace with plants of the same type and size and planted in the same manner as the original plants at no additional cost to the Owner.
- B. At any time during the one-year guarantee period, any plant that fails to perform in a satisfactory manner shall be removed promptly and replaced. Trees and B&B material shall be replaced in the appropriate digging and planting season. Container grown shrubs and floral material shall be replaced within two weeks of failure. If compliance with this provision is not satisfactory, the Owner reserves the right to replace such plant materials and charge the cost of the material and installation labor to the Contractor. Any dead plant material shall be removed within two weeks of notification by Owner to Contractor. Any material that is 25% dead or more shall be considered unsatisfactory and must be replaced. A tree shall be considered dead when the main leader has died or 25% of the crown is dead.
- C. All replacements will be of the same size as the original with no additional soil additives to be used. The replacement will be subject to these same specifications.
- D. The guarantee of all replacement plants shall extend for an additional period of 1 year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended guarantee period, the Owner may elect subsequent replacement or credit for each item.

5.03 Maintenance

- A. Prior to Final Acceptance:
 1. Contractor's maintenance shall begin immediately after each plant is planted and shall continue until acceptance.
 2. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, resetting, plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays or other items as are necessary to keep the planting free of insects and disease and in thriving condition.
- B. After Final Acceptance:
 1. Maintenance and additional watering after final acceptance will be the responsibility of the Owner.
 2. The Contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any should be made in the maintenance program. The Contractor shall submit any recommended changes in writing to the Owner.

5.04 Payment

- A. Payment shall be made after the landscape materials have been installed in accordance with the contract and specifications, and have been inspected, accepted and approved by the Owner.

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: _____ Date: _____