

# REQUEST FOR QUOTATIONS (RFQ)



Issue Date: 06/07/2021

RFQ# 21-95

Title: TEMPORARY PERSONNEL SERVICES – DAY PORTER

Issuing Agency: City of Charlottesville

Using Department/Division And/Or Location  
Where Work Will Be Performed:

City of Charlottesville  
Public Works – Facilities Maintenance  
315 4<sup>th</sup> Street NW  
Charlottesville, VA. 22903

Contract Term: The contract term is limited to one year beginning date of award or until the cumulative total contract fees reach the maximum amount of \$99,999.99, whichever occurs first.

Quotations in response to this RFQ will be received until **4:00 on July 2, 2021** For Furnishing the Goods/Services Described Herein. Quotations received after the time designated for receipt will not be considered.

Due to restrictions surrounding the COVID-19 pandemic, public access to City facilities is currently prohibited. The City is still receiving and accepting deliveries from shipping services such as USPS, Fedex and UPS. The mailing (utilizing contracted shipping services) of proposals/bids is preferred, but if a proposal/bid is hand delivered by the Offeror/Bidder, it may ONLY be hand delivered on **July 1, 2021** at 325 4TH STREET NW, CHARLOTTESVILLE between the hours of **1:00-2:00 PM** (local prevailing time). Proposals/bids will not be accepted at any other building access location. Proposals/bids will be date and time stamped upon receipt and retained unopened in a secure location until opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror/Bidder to ensure timely and correct delivery of their proposal/bid regardless of the chosen delivery method. While on City property Offerors/Bidders are expected to adhere to Governor Ralph Northam's restrictions and social distancing rules must be observed.

All Inquiries For Information Should Be Directed To: Dillon Smith, Buyer II, Email: [purchasing@charlottesville.org](mailto:purchasing@charlottesville.org).

Quotations may be mailed, hand delivered, or emailed.

IF QUOTATIONS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF QUOTATIONS ARE HAND DELIVERED, DELIVER TO:

City of Charlottesville  
Procurement and Risk Management Services  
Dillon Smith  
325 4<sup>th</sup> Street NW  
Charlottesville, VA. 22903

IF QUOTATIONS ARE EMAILED, EMAIL TO: [purchasing@charlottesville.org](mailto:purchasing@charlottesville.org)

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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- I. **PURPOSE:** The City of Charlottesville is requesting quotations for qualified firms to provide temporary personnel services for the Facilities Maintenance Division of the Department of Public Works.
- 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 <http://www.charlottesville.org/business/minority-business-program>.
- IV. **SCOPE OF WORK/DESCRIPTION OF ITEM:** The contractor shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the contractor of the work and services that are the subject of the contract.

Contractor shall provide temporary personnel as required for the below job classification. Temporary employment may be needed at various City of Charlottesville facilities and the City reserves the right to engage the awarded contractor to provide the necessary number of temporary personnel to fill the current needs of the City at the resulting contracted rate.

**JOB CLASSIFICATION -DAY PORTER:**

1. Cleaning supplies will be provided by the city along with applicable SDS upon request
2. No equipment need be provided by Contractor other than safety equipment for the Contracted Day Porter.
  - a. Equipment to be provided by contractor:
    - i. Oil and slip resistant foot wear.
    - ii. Safety / Splash resistant eye goggles.
    - iii. Approved chemical resistant gloves
3. Day Porter in approved attire:
  - a. No loose clothing. Shirt tucked in.
  - b. No Shorts
  - c. No chained jewelry outside of clothing.
  - d. Uniform preferable but not required.
4. Schedule: Monday to Friday, 8:00am to 3:30pm. 30 minute lunch required. 7 hours per day.
5. No Smoking allowed during shift.
6. Contractor expected to conduct themselves in a respectful manner at all times.
7. Must be able to lift up to 40 pounds on occasion. Must be able to carry 25 pounds consistently.
8. Duties to include:
  - a. Window cleaning requiring using a 6 foot step ladder and cleaning to reach using telescopic cleaning systems may be required.
  - b. Light fixture lens cleaning using a 6 foot step ladder up to approved elevations.
  - c. Carrying and transporting ladder, mop bucket, vacuum and cleaning supply caddies.
  - d. Restroom cleaning and some dry goods restocking
  - e. Trash removal, bag disposal
  - f. Wiping down flat surfaces, disinfecting same surfaces but also including door knobs and door push plates
  - g. Sweeping, steps, floors
  - h. Vacuuming
  - i. Small spot carpet cleaning
  - j. Walking between buildings
  - k. Infrequent use of a hand held pressure sprayer

Not all work tasks listed above will be performed each day / shift, but will be assigned individually based on the day's cleaning schedule.

**PERSONNEL CONDUCT:**

Temporary employees shall conduct themselves in a professional manner. Temporary employees must be respectful of all people with whom they interact, including City of Charlottesville employees and customers of the City of Charlottesville. The City of Charlottesville reserves the right to reject any prospective employee that whose conduct and performance are not satisfactory per City of Charlottesville standards for City of Charlottesville employees.

**PERSONNEL RESPONSIBILITY:**

Contractor(s) shall send temporary employees to a job assignment dressed appropriately and with the equipment specified by the Contract User as being required to perform work in the services categories covered in this contract. If the temporary employee is dressed inappropriately, the City of Charlottesville reserves the right to request a different employee or cancel the request and acquire an employee from the secondary Contract.

Unless otherwise requested, all temporary employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description. Contractor(s) that provide temporary employees that are unable to read, write, speak and comprehend the English language in accordance with the Contract Users determination shall refund the Contract Users for any fees and wages incurred for the temporary employee.

**TIMESHEETS:**

The Contractor(s) shall supply all temporary employees with time sheets. Hours worked will be approved on a daily or weekly basis by the City of Charlottesville. The City of Charlottesville will pay only for actual hours worked by the temporary employee. No other expenses or allowances will be paid by the City of Charlottesville to the Contractor or temporary employee.

**SUPERVISION OF TEMPORARY EMPLOYEES:**

Contractor's employees shall be supervised by the Contract Users personnel. The Contract Users shall have direct control over the daily activities of the Contractor's employees. Work policies, procedures, and standards established by the City of Charlottesville or Contractor Users as appropriate shall be followed at all times. The Contractor's employees shall conform in all respects with regard to physical, fire and security/safety regulations while on the City's or Contract User's premises. Contractor shall be responsible for obtaining all rules, regulations, policies etc. from the City or Contract User.

**JOB ASSIGNMENTS:**

Temporary personnel assignment under this contract may range from one (1) day to several months. The City does not guarantee any volume of business.

**Contractor should provide the City with an eight (8) hour minimum notice in the event the personnel is unable to report for their scheduled assignment.**

**BACKGROUND CHECKS:**

Temporary personnel will be required to successfully complete a criminal, credit and/or DMV background check conducted by the Contractor. The Contractor shall conduct all appropriate background investigations, including credit history checks, prior to assignment of personnel. Contractors shall provide the following:

- a) Assurance that individuals meet the qualifications (Contractor assessment required)
- b) Employment history
- c) Reference checks
- d) Criminal Background checks (as required by the City of Charlottesville for the position) – Contractor to provide
- e) Drug Screening – Contractors must agree that employees will adhere to the City of Charlottesville Drug and Alcohol Free workplace policy while working for the City of Charlottesville. No temporary employee for the Contract User may use illegal drugs or consume alcohol at work or at such times that the temporary employee's work is negatively affected. Indications of such use may result in immediate termination and no acceptance for further assignments.

**RIGHT OF REFUSAL:**

The City of Charlottesville shall have the right at any time to refuse any temporary employees supplied by the Contractor(s) for any job related deficiency. In accordance with Equal Opportunity Employment Guidelines, refusal of any temporary employee must not be based on race, color, religion, sex, sexual orientation, age, national origin, disability or political affiliation. The rejected temporary employee shall be immediately removed and prompt arrangements made for a suitable replacement.

If a temporary employee is deemed incapable of effectively performing work as defined by the City of Charlottesville within the first three (3) work days of the temporary assignment, the Contractor(s) shall not charge the City of Charlottesville for the unsatisfactory temporary employee and the Contractor(s) shall then provide a replacement to the City of Charlottesville. The maximum number of hours for which Contractor(s) shall not charge with the respect to any assigned temporary employee will be three (3) workdays or twenty-four (24) work hours. The City of Charlottesville will notify the Contractor(s) as soon as possible if it is deemed that a temporary employee is not satisfactorily performing the job duties specified. This will allow the Contractor to make corrective actions with the temporary employee.

Temporary employees must make every effort possible to be on time for work. If the temporary employee does not show up to work on time, more than two (2) times during the assignment, the City of Charlottesville reserves the right to request a different employee or cancel the request and acquire an employee from the secondary Contract.

If a position requires site specific training or orientation for the temporary position, the City of Charlottesville will notify the Contractor.

**FEES:**

The City of Charlottesville will not actively recruit any temporary employee during the temporary employee's assignment with the City of Charlottesville. The City of Charlottesville reserves the right to consider for employment, applications received independently from such individuals as part of a normal recruitment process for vacant positions. The Contractor(s) shall not charge the City of Charlottesville any placement fees or agency fees if a temporary employee submits an application for employment with the City of Charlottesville and is selected for employment. The City of Charlottesville reserves the right to hire temporary employees without using a Contractor.

**TRANSPORATION AND PARKING:**

It shall be the responsibility of the Contractor(s) or the temporary employee to provide transportation to and from the job site. Parking will not be provided and shall be the responsibility of the Contractor(s) or the temporary employee. The City of Charlottesville will not reimburse the Contractor(s) or the temporary employee for any travel related expenses.

V. **GENERAL TERMS AND CONDITIONS:**

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, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, 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 and Code of the City of Charlottesville Chapter 2, Article XV, § 2-431).

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, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status

as a veteran, 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, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, disability, or, 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-responsible.
- 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 [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing), under the Vendor Registration link. Complete instructions are included on the vendor registration page.
- 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 solicitation must be submitted to the city staff listed on page 1 no fewer than one (5) work days prior to the date set by this RFQ 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 is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- 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 A 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. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each bidder/offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Code of Virginia, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder/offeror is required to submit a certification that its bid/proposal, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any bidder/offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in the Code of Virginia §18.2-498.5. As part of this bid/proposal a notarized Certificate of No Collusion must be submitted with the bid/proposal.

XX. 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. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.
- B. AWARD OF CONTRACT: Award will be made to the lowest responsive/responsible bidder based on the HOURLY RATE on the PRICING SCHEDULE, SEE ATTACHMENT A.
- C. CANCELLATION OF CONTRACT/TERMINATION: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon sixty (60) days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.
- 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. CONTRACT TERM: The contract term is limited to one year beginning date of award or until the cumulative total contract fees reach the maximum amount of \$99,999.99, whichever occurs first.

YY. 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 HOURLY RATE on the PRICING SCHEDULE, SEE ATTACHMENT A.

VIII. ATTACHMENTS:

- A. PRICING SCHEDULE
- B. LIVING WAGE REQUIREMENT

## PRICING SCHEDULE

RFQ# 21-95

Title: TEMPORARY PERSONNEL SERVICES – DAY PORTER

<b>Hourly rate shall be all inclusive rate charged directly to the City for services. Extra charges are not allowed. Any resulting contract from this solicitation will be based on the hourly rate.</b>	
Hourly Rate	
<p style="text-align: center;"><b>TEMPORARY SERVICES – DAY PORTER</b> Per all terms and conditions herein.</p> <p style="text-align: center;">_____ calendar days for the Contractor to provide a suitable temporary employee to provide services.</p>	<p style="text-align: center;">\$ _____</p> <p style="text-align: center;"><b>TOTAL (Basis of Award)</b></p>

**E-VERIFY Documentation** attached to bid, 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.

\_\_\_\_\_ Contractor's initials

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 B**

**LIVING WAGE REQUIREMENT**

The contract resulting from this solicitation is subject to the City of Charlottesville Living Wage Ordinance, City Code Section 22-9. The ordinance requires that persons employed by the Contractor, directly or indirectly, are to be paid no less than \$15.00/hour while performing work on City property under this contract.

The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

**THE ATTACHED CERTIFICATION MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

If the Certification is not received, or if any one or more of the certification(s) is not answered in the affirmative, the City may determine that you are a non-responsible bidder, and/or your bid may be deemed non-responsive.

The Contractor shall keep and preserve payroll and other records which show wages provided to each employee assigned to perform services under this Contract, for a period of three (3) years after the expiration or termination of this Contract. Such records shall include, at a minimum, the following information for each employee working on this contract, with respect to the time the employee is performing services on property owned or controlled by the City: employee name, home address (city, state, zip code), home phone number, social security number, job classification, date of hire, employer benefit contribution, and hourly pay under this contract. (A computer printout highlighting this information for each applicable employee is acceptable) Upon request of the City, the Contractor shall provide records to the City’s Purchasing Agent or authorized representative, or shall permit the City’s Purchasing Agent, or authorized representative, to examine, and make copies of such records at reasonable times during Contractor’s regular business hours.

For any period for which the Contract is renewed, the Contractor shall be required to adjust employees’ wages to correspond to the Living Wage rate designated by the City Council as of July 1 of the fiscal year in which the renewal takes effect.

Violation of City Code Section 22- 9 during performance of this Contract, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor.

**BREAKDOWN OF WEEKLY LABOR**

Provide the employee title, the **unloaded** employee hourly rate, and the total hours per week for all employees who will be assigned to this contract per the City’s Living Wage Requirement.

**A. LABOR:**

Employee Title	Employee Unloaded Labor Rate	Labor Rate UOM	
Day Porter	\$	HR	
	\$	HR	

# City of Charlottesville Living Wage Compliance Certification

**Must Be Submitted With Bid**

This contract is subject to living wage requirements. A completed copy of this Living Wage Compliance Certification must be included with your bid.

**RFQ# 21-95**

**Title: TEMPORARY PERSONNEL SERVICES – DAY PORTER**

I hereby certify that, in the event I am awarded a contract as a result of this procurement transaction, I will comply with the living wage requirement set forth in the Code of the City of Charlottesville, § 22-9, as amended. I understand that if I make a false statement within this certification, or if I fail to comply with the living wage requirement during performance of the contract, that shall be grounds for termination of the contract and debarment.

**By signing this certification, I also certify as follows:**

1. I will keep and maintain records demonstrating compliance with the living wage requirement, as required by the terms and conditions of this procurement transaction.	__ Yes __ No
2. The employees working on this City contract will receive a pay rate that meets or exceeds the City's Living Wage requirement?	__ Yes __ No
3. If any subcontractors will perform work in connection with this contract, such contractors will receive a pay rate that meets or exceeds the City's Living Wage requirement	__ Yes __ No
4. To the extent I have identified subcontractors within my bid, I have named only Subcontractors who have agreed to comply with the City's living wage requirement as well as the record-keeping obligations specified within the terms and conditions of this procurement transaction.	__ Yes __ No

**I certify that the above information is correct and agree to the conditions specified:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### STATISTICAL INFORMATION

Please answer the following questions to help us determine the effect of the Living Wage ordinance on this Contract:

Did the City Living Wage Ordinance require you to increase the hourly rate persons would have been paid under this contract?	__ Yes __ No
If yes, what was <i>the increase</i> in the hourly rate required?	\$ _____/hr
How many employees will receive the increased hourly rate	_____
Of those, how many show residence <i>in the City</i> ?	_____