

# INVITATION FOR BIDS (IFB)



Issue Date: August 9, 2022

IFB#: 23-05

Title: Enhanced Turf Maintenance

Issuing Agency: City of Charlottesville, Procurement & Risk Management Services Division 325 4<sup>th</sup> Street NW, Charlottesville, VA 22903

Department and/or Location Where Work Will Be Performed: Parks & Recreation, various locations throughout the City

Period Of Contract: Contract shall be for one-year beginning September 15, 2022, with the option to renew under the terms of the original agreement for up to five (5) additional one-year terms if agreed upon in writing by both parties.

Sealed Bids Will Be Received Until 2:00 p.m. local prevailing time on August 22, 2022 For Furnishing The Goods/Services Described Herein And Then Opened In Public. **No telephoned, faxed, or emailed bids will be considered.**

All Inquiries For Information Should Be Submitted in Writing and Be Directed To: Corey L. Brown, Buyer II, Minority Business Procurement Coordinator at [purchasing@charlottesville.gov](mailto:purchasing@charlottesville.gov).

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

IFB# 23-05  
TITLE: ENHANCED TURF MAINTENANCE  
OPEN: August 22, 2022

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

City of Charlottesville, Procurement & Risk Management Division, 325 4<sup>th</sup> St, NW Charlottesville, VA 22903

BIDDERS HAND DELIVERING BIDS CAN OBTAIN A MAP SHOWING THE CITY VISITOR PARKING LOCATION, ON THE CITY'S WEBSITE AT: [WWW.CHARLOTTESVILLE.GOV/PURCHASING](http://WWW.CHARLOTTESVILLE.GOV/PURCHASING), (CLICK ON [CITY YARD MAP \(PDF\)](#) TO OBTAIN A MAP).

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 bids is preferred, but if a bid is hand-delivered by the Bidder, it may ONLY be hand-delivered on **August 22, 2022 at 325 4th ST NW, Charlottesville, VA 22903** between the hours of **1:00 PM to 2:00 PM** (local prevailing time). **ALL HAND-DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 2:00 PM** (local prevailing time) on **August 22, 2022 at 325 4th ST NW, Charlottesville, VA 22903**. Bids will not be accepted at any other building access location. 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 the date of postmark or error in delivery to an incorrect address. It is the responsibility of the Bidder to ensure timely and correct delivery of their bid regardless of the chosen delivery method.

**TO RECEIVE A COMPLETE BID PACKAGE,  
PLEASE VISIT OUR WEBPAGE AT  
[WWW.CHARLOTTESVILLE.GOV/PURCHASING](http://WWW.CHARLOTTESVILLE.GOV/PURCHASING)  
AND CLICK ON BIDS AND PROPOSALS.**

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](mailto:purchasing@charlottesville.gov).

- I. **PURPOSE:** The City of Charlottesville is soliciting bids from qualified contractors to apply liquid fertilizer and pesticides (herbicide, fungicide, insecticide) to Athletic Fields at Charlottesville High School, Venable Elementary School, Johnson Elementary School, Walker Upper Elementary School, Buford Middle School, and McIntire Park Softball Fields.
- II. **COMPETITION INTENDED:** It is the City’s intent that this Invitation for Bids (IFB) permits competition. It shall be the bidder’s responsibility to advise the City’s Purchasing Agent, in writing, if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the City’s Purchasing Agent no fewer than five (5) work days prior to the date set by this IFB for receipt of bids by the City.
- 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 [www.charlottesville.gov/Minority-Business-Program](http://www.charlottesville.gov/Minority-Business-Program).
- IV. **SCOPE OF WORK/ SPECIFICATIONS:** 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 subject to any contract resulting from this solicitation.

Location	Address	# of Fields	Field Type
Charlottesville High	1400 Melbourne Rd Charlottesville, VA 22901	4	Baseball, Softball, Soccer, Track behind school
Venable	406 14 <sup>th</sup> St NW, Charlottesville, VA 22903	1	Athletic
Walker	1564 Dairy Rd, Charlottesville, VA 22903	1	Athletic
Buford Middle	1000 Cherry Ave, Charlottesville, VA 22903	1	Athletic
Johnson Elem School	1645 Cherry Ave, Charlottesville, VA 22903	1	Athletic
McIntire Park	375 – 250 Bypass, Charlottesville, VA 22902	2	Crawford & Shiflet Fields

**Soil Testing:**

- Soil tests are to be performed annually prior to first application date.
- Soil test results shall be supplied to the designated City representative.
- Soil testing shall be the basis for fertilizer type used and application rates to turf. Contractor shall provide recommendations and associated costs for fertilizer adjustments based on soil test. Approval must be received prior to application.
- Soil testing must include paste extraction test and base saturation test of each athletic field (10).

**Product and Application:**

- Name brand products as specified on Schedule A must be used. No substitutions or generics without approval from the designated City representative.
- Athletic fields total 17 acres – 4 acres warm season turf (5 applications annually) and 13 acres cool season turf (3 applications annually).
- Herbicide mixing and application shall be accomplished in accordance with the Virginia Pesticide Applicators Law and manufacturer’s label direction. At the request of the City, the Contractor will supply the manufacturer’s directions.

**Signage:**

- All treated areas shall be posted with flags, at time of treatment, indicating material applied, date applied, and a phone number for citizens to call for further information (phone number to be provided to the Contractor by the City).
- Flags shall be placed to effectively notify the general public and as many as may be needed and reasonably directed by the City for effective notice. All flags shall be removed 48 hours after treatment by the Contractor.
- The Contractor shall provide the flags that shall include, by way of illustration and not limitation, Chemical Applied (common name is preferred), Date Applied, Phone Number for further information, and Company

name. All flags shall be no larger than 5" x 7" and made of light weight rigid plastic with plastic stakes.

**Licensing and Certification:**

- The Contractor shall possess and maintain a current Virginia Pesticide Business License issued by the Virginia Department of Agriculture and Consumer Services (VDACS) as required by the Virginia Pesticide Control Act (Title 3.1, Chapter 14.1, Section 3.1-249 of the Code of Virginia) and in accordance with rules and regulations set forth by the VDACS Pesticide Control Board (VR 115-04-22 & 23).
- Permits and licenses necessary to conduct this work shall be provided by the Contractor at no cost to the City.

**Integrated Pest Management:**

- Provide Integrated Pest Management (IPM) and pest management services as requested in accordance with all current requirements of the Federal Insecticide, Fungicide and Rodenticide Act; Environmental Protection Agency (EPA) regulations; Occupational Safety and Health Administration (OSHA) and Virginia Occupational Safety and Health Administration (VOSHA) regulations; and Virginia Department of Agriculture and Consumer Services (VDACS) Pesticide regulations, and comply with the provisions of the current City of Charlottesville Parks and Recreation Department's Integrated Pest Management Policy, ATTACHMENT I. All pesticide applicators shall be trained and licensed as required by the Commonwealth of Virginia.

**Additional Responsibilities:**

- The Contractor shall replace, at its expense, any landscape plant material previously planted which may be killed or disfigured through any act of Contractor's negligence during the application and handling of herbicides, fungicides, and insecticides.
- At the City's discretion additional applications may be required for weed control.

**Hours of Work:**

- All work shall be performed Monday through Friday 7am until 2pm.

**Custom Application:**

- Bidders shall provide additional pricing per acre to apply chemical products already in stock on City premises (labor and equipment costs only).

**Invoices:**

- The Contractor shall submit an itemized invoice upon completion of work specified. All invoices shall detail the services provided and at a minimum include dates of service and price per the contract. Invoices not submitted as indicated above may not be processed for payment.

**Contractor's Representative:**

- The Contractor shall assign a contract administrator to interface with the City's Contract Administrator(s) or designee for any resulting contract from this solicitation. The Contract Administrator(s) shall handle and resolve all issues.
- On the Pricing Schedule, the bidder shall indicate a contact person's name and telephone number to be contacted during normal business hours 7:30 AM to 3:30 PM, Monday through Friday excluding holidays. Answering machines are unacceptable as a point of contact.

**Administrator:**

- The City's Representatives who will act as Contract Administrators for this contract is Mike Gibson, Turf Supervisor, 434-970-3087, and Riaan Anthony, Deputy Director, 434-970-3021.

<b>Athletic Fields Warm Season Turf</b>			
<b>Athletic Fields Warm Season Turf - 4 acres total 2 acres at Buford Middle School Soccer Field and 2 acres at Charlottesville High School Soccer Field</b>			
<b>Application</b>	<b>Product</b>	<b>Quantity/Acre</b>	<b>Acres</b>
<b>March-April</b>	Barricade .37	1.25 lbs.	<b>4</b>
	Dikap	2 lbs.	<b>4</b>
	H-85	1 lb.	<b>4</b>
	Nitamin 30-0-0	1 gal.	<b>4</b>
	PeneCal	1 quart	<b>4</b>
<b>May-June</b>	Dikap	2 lbs.	<b>4</b>
	H-85	1 lb.	<b>4</b>
	Nitamin 30-0-0	3 gal.	<b>4</b>
	Micronutrient	1 lb.	<b>4</b>
	PeneCal	1 quart	<b>4</b>
<b>July</b>	Dikap	2 lbs.	<b>4</b>
	H-85	1 lb.	<b>4</b>
	Nitamin 30-0-0	3 gal.	<b>4</b>
	Micronutrient	1 lb.	<b>4</b>
	PeneCal	1 quart	<b>4</b>
<b>August</b>	Dikap	2 lbs.	<b>4</b>
	H-85	1 lb.	<b>4</b>
	Nitamin 30-0-0	3 gal.	<b>4</b>
	Micronutrient	1 lb.	<b>4</b>
	PeneCal	1 quart	<b>4</b>
<b>September</b>	Dikap	3 lbs.	<b>4</b>
	PeneCal	64 oz.	<b>4</b>
<b>Athletic Fields Cool Season Turf</b>			
<b>Athletic Fields Cool Season Turf - 13 acres total 3 acres at McIntire Park, 5.5 acres at Charlottesville H.S., 1 acre at Venable School, 2 acres at Johnson Elementary School, 1.5 acres at Walker Upper Elementary School</b>			
<b>Application</b>	<b>Product</b>	<b>Quantity/Acre</b>	<b>Acres</b>
<b>March-April</b>	Barricade .37	1.25 lbs.	<b>13</b>
	Dikap	2 lbs.	<b>13</b>
	H-85	1 lb.	<b>13</b>
	Nitamin 30-0-0	2 gal.	<b>13</b>
<b>May-June</b>	Dikap	2 lbs.	<b>13</b>
	H-85	1 lb.	<b>13</b>
	Micronutrient	1 lb.	<b>13</b>
	PeneCal	1 quart	<b>13</b>
	Nitamin 30-0-0	2 gal.	<b>13</b>
<b>September</b>	Rootex	1 lb.	<b>13</b>
	Dikap	2 lbs.	<b>13</b>
	H-85	1 lb.	<b>13</b>
	Nitamin 30-0-0	2 gal.	<b>13</b>
	PeneCal	1 quart	<b>13</b>

V. PREBID CONFERENCE: A pre-bid conference is NOT scheduled.

VI. GENERAL TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the City's website at <https://www.charlottesville.gov/purchasing>.
- B. 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, or 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.

- C. 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.

- D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- E. 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.
- F. 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.
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. BID TABULATIONS: Tabulations of bids are a matter of public record and are available upon request.
- M. BID/PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- N. 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/purchasing>.
- O. 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 more 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.
- P. 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 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.
- Q. 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.
- R. 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.

- S. **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.
- T. **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.
- U. **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.
- V. **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.
- W. **ERROR IN EXTENSION OF PRICES:** In the case of an error in the extension of prices, the unit price shall govern.
- X. **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.
- Y. **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.

- Z. 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.
- AA. 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](mailto:purchasing@charlottesville.gov).
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. 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. Coverage must specifically include pollution coverage for the application of herbicides and pesticides. 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 operated or driven on city property while under contract.)
- I. Companies relying on use of employees' personal vehicles must provide proof of "non-owned" or "for-hire" automobile liability coverage.

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 should 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. 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 affect, 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.

**GG. 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 solicitation 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.

**HH. NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the City reserves the right granted by the Code of Virginia § 2.2-4318 to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds. To determine when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the City for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

**II. 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.

**JJ. 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.

**KK. 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.

**LL. 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.

**MM. 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.

**NN. 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.

OO. 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.

PP. 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.

QQ. 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.

RR. 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.

SS. 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.**

TT. 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/>.

UU. 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.

VV. 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.

WW. 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.

XX. 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.

YY. 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.

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

VII. 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 on the PRICING SCHEDULE, SEE ATTACHMENT C.
- C. CANCELLATION OF CONTRACT/TERMINATION: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon thirty (30) 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. 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 IFB to enable the City to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the IFB to be considered nonresponsive.
- F. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- G. RENEWAL OF CONTRACT: Contract shall be for one-year beginning September 15, 2022, with the option to renew under the terms of the original agreement for up to five (5) additional one-year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Not Seasonally Adjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. The City reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of the City.
- H. SDS: A Safety Data Sheet (SDS) is required for all chemicals proposed to be furnished because of this bid. The SDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- I. 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.

VIII. METHOD OF PAYMENT: 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 or 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 the date payment is made. 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.

IX. 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 SAMPLE COI AND GUIDE TO THE ACCORD FORM
- ATTACHMENT C PRICING SCHEDULE
- ATTACHMENT D STATE CORPORATION COMMISSION FORM
- ATTACHMENT E VENDOR DATA SHEET
- ATTACHMENT F CERTIFICATION OF NO COLLUSION
- ATTACHMENT G SMALL, WOMEN, MINORITY, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS AND VETERAN-OWNED BUSINESS OBJECTIVES
- ATTACHMENT H LIVING WAGE REQUIREMENT
- ATTACHMENT I CITY OF CHARLOTTESVILLE INTEGRATED PEST MANAGEMENT POLICY

**City of Charlottesville COVID-19 Response Document:  
City Workforce and Contractor Service Delivery  
PPE Utilization and Disposal; Masks**

Updated as of 04.18.2022

City Manager Signature: 

**I. Purpose:**

The purpose of this procedure is to outline a protocol for all non-healthcare City employees to use before interacting with other employees or the public on official City business. The City shall take all reasonable precautions to lower the risk of spreading the COVID-19 infection, and this procedure is intended to reduce the risks associated with COVID-19 exposure to City personnel. Employees may choose to mask at any time, unless required to do so by direction of this policy or while required by certain Exposure Procedure scenarios. Masks may be required in other places by local or state authorities. All elements of this procedure apply, by extension, to all contractors employed by or working on behalf of the City.

**II. Authority:**

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. Per the CDC and VDH, to get COVID-19 one must have had close contact with a person ill with COVID-19.

**III. Definitions:**

“*Close contact*” is defined as:

1. Living in the same household as a sick person with COVID-19; or
2. Caring for a sick person with COVID-19; or
3. Being within 6 feet (or 2 meters) of a sick person with COVID-19 for about 15 minutes; or
4. Being in direct contact with secretions from a sick person with COVID-19 (e.g., being coughed or sneezed on, kissing, sharing utensils, etc.).

“*Hand Sanitizer*” is defined as:

An alcohol-containing preparation (liquid, gel or foam) designed for application to the hands to inactivate microorganisms and/or temporarily suppress their growth. Such preparations may contain one or more types of alcohol, other active ingredients with excipients, and humectants. Recommended percent of Alcohol is greater than 60%.

“*Social Distance*” is defined as:

Limiting your interactions with people or groups of people.

“*Physical Distance*”

Maximizing the distance between people. 6 feet is the general guidance for distance between individuals.

IV. Application:

1. **When to Wear a Mask or Respirator:** Masks requirements will be based on the CDC's COVID-19 Community Level for the City of Charlottesville.
  - a. [COVID-19 Community Levels](#) is a tool developed by the CDC to help communities decide what prevention steps to take based on the latest data.
  - b. The City will update the COVID-19 resources page of our City Intranet to reflect the CDC's current COVID-19 Community Level for the City of Charlottesville.
  - c. Employees will be directed as to the proper mask usage based on the current COVID-19 Community Level for the City of Charlottesville
  - d. Employees are also required to wear a mask under certain scenarios of the Exposure Procedure.

 **Low**

- Wear a mask based on your personal preference, informed by your personal level of risk

 **Medium**

- If you are immunocompromised or at high risk for severe illness
  - Talk to your healthcare provider about additional precautions, such as wearing masks or respirators indoors in public

 **High**

1. Wear a well-fitting mask indoors in public, regardless of vaccination status or individual risk

2. **How to Wear a Mask:**

- Cloth face coverings should:
  - cover the mouth and nose;
  - fit snugly but comfortably against the side of the face;
  - be secured with ties or ear loops;
  - include multiple layers of fabric;
  - allow for breathing without restriction;
  - be able to be laundered and machine dried without damage or change to shape.
- Wear Procedure Masks With:
  - A proper fit over your nose, mouth, and chin to prevent leaks
  - Multiple layers of non-woven material
  - A nose wire
- Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?
  - Yes. Cloth face coverings should be routinely washed depending on the frequency of use.

- A respirator (N95/KN95) or procedure mask should be replaced:
  - When the straps are stretched out and it no longer fits snugly against your face
  - When it becomes wet, dirty, or damaged
- Previously used respirators and procedure masks should be thrown away once replaced by a new face covering.
- How does one safely sterilize/clean a cloth face covering?

A washing machine should suffice in properly washing a cloth face covering. How does one safely remove a used mask?

- Individuals should be careful not to touch their eyes, nose, and mouth when removing their face covering and they should wash their hands immediately after removing the cloth face covering.

### 3. **Additional Considerations When Under High-Risk Community Level**

- **Inside City Buildings**

Face covering will be worn inside all City buildings. Exception:

1. Face Covering can be removed when alone in an office or your assigned workspace.
2. Face Covering can be removed while eating or drinking in a break room or lunchroom.
3. Face Covering can be removed while exercising in designated areas.

- **Driving City Vehicles**

Face coverings will be worn if 2 or more employees are inside the same vehicle.

Exception:

1. Face covering can be removed by the driver for safety concerns
2. Face coverings can be removed during emergency responses if other PPE is required. (Police and Fire Departments ONLY).

- **Working Outside**

Face Coverings are required if employee is interacting with the public while outside. Face Coverings are required for employees working together outside if social distancing cannot be maintained.

Exceptions:

1. Police and Fire Departments on Emergency Responses  
Supervisors may allow mask removal for breathing or respiratory related concerns.

- Employees may request an exception from the face covering based on medical needs or deeply held religious beliefs.

- Employees must have documentation of need to not wear the cloth face covering or mask.
- Supervisors will try to allow employee to work alone or telework, and not have any public interaction.
- Final approval to not wear a face covering or mask will be made by City HR and the City Manager's office.

### V. Providing Service:

- After service delivery, the employee must sanitize their hands using either soap, and water (preferred if available) or with an alcohol-based hand sanitizer containing at least 60% alcohol.
- It is highly recommended employees have full PPE (i.e. eye protection; surgical mask; gloves) with them at all times should the service delivery situation require that full PPE be worn.

**VI.** PPE Inventory and Request:

**1. Inventory:**

- An inventory of PPE available in the department should be kept on a frequent basis (i.e. weekly, perhaps daily based upon usage rates). Maintaining supply of PPE is critical to ensure it is available when service needs must be met and cannot be accomplished through other alternate methods.

**2. Departmental Needs:**

- After assessing departmental needs via inventory status, follow the steps below to properly request and secure PPE:
  - All PPE can be ordered in SAP from the City Warehouse

**VII.** Cleaning and Disposal of PPE

**1. Refuse Disposal of PPE**

- PPE that is doffed (taken off) can be placed in a regular trash bag and discarded.
- If for any reason the PPE has been soiled with body fluids, blood, feces, etc., then the PPE should be disposed of in a RED Medical Waste bag, with that bag then being disposed of in a Medical Waste Container (Medical Waste Container located at City Yard – Warehouse).

**2. Cleaning of Cloth Face Masks**

- a. Wash cloth face coverings in hot water.
- b. Change cloth face covering if soiled.

## 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**



### 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** - Insurance agency /broker who issues certificate

PRODUCER: Insurance Agency/ Broker  
123 Main St., Anytown, VA 21234

CONTACT NAME: John Doe, Agent  
PHONE (AC, WA, Ext): (123)456-7890 FAX (AC, Ext): (123)456-7890  
E-MAIL ADDRESS:  
ADDRESS:

**NAMED INSURED** - Must be legal name of contracting party.

INSURED: XYZ Contractor  
456 South St., Anytown, VA 21234

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

INSURER	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Insurance Company 1	123456
INSURER B:	Insurance Company 2	567890
INSURER C:	Insurance Company 3	112233
INSURER D:		
INSURER E:		
INSURER F:		

**CERTIFICATE NUMBER:** 123456      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	AGG. LIMIT (USD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		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 checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					PERSONAL & ADV. INJURY \$ \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO. RET. <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$ \$2,000,000
B	AUTOMOBILE LIABILITY		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					BODILY INJURY (Per person) \$ \$
C	UMBRELLA LIAB		112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$ \$1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> DEP. <input type="checkbox"/> RETENTIONS					AGGREGATE \$ \$2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ABC123	12-1-2014	12-1-2015	<input checked="" type="checkbox"/> WE STATE/TORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI)					E.L. EACH ACCIDENT \$ \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below:					E.L. DISEASE - SA EMPLOYEE \$ \$100,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000
						Aggregate \$1,000,000

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

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

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.

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

**CERTIFICATE HOLDER** - Must be City of Charlottesville

CITY OF CHARLOTTESVILLE  
325 4th St. NW  
Charlottesville, VA 22903

**CANCELLATION**

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: *John Doe, Agent*

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## PRICING SCHEDULE

IFB#: 23-05

Project Title: ENHANCED TURF MAINTENANCE

Athletic Fields						
Athletic Fields Warm Season Turf – 4 Total Acres 2 each at Buford Middle & Charlottesville High School Soccer Fields						
Application	Product	Price per Acre	x	Acres	=	Extended Price
<b>March-April</b>	Barricade .37	\$	x	4	=	\$
	Dikap	\$	x	4	=	\$
	H-85	\$	x	4	=	\$
	Nitamin 30-0-0	\$	x	4	=	\$
	PeneCal	\$	x	4	=	\$
<b>May-June</b>	Dikap	\$	x	4	=	\$
	H-85	\$	x	4	=	\$
	Nitamin 30-0-0	\$	x	4	=	\$
	Micronutrient	\$	x	4	=	\$
	PeneCal	\$	x	4	=	\$
<b>July</b>	Dikap	\$	x	4	=	\$
	H-85	\$	x	4	=	\$
	Nitamin 30-0-0	\$	x	4	=	\$
	Micronutrient	\$	x	4	=	\$
	PeneCal	\$	x	4	=	\$
<b>August</b>	Dikap	\$	x	4	=	\$
	H-85	\$	x	4	=	\$
	Nitamin 30-0-0	\$	x	4	=	\$
	Micronutrient	\$	x	4	=	\$
	PeneCal	\$	x	4	=	\$
<b>September</b>	Dikap	\$	x	4	=	\$
	PeneCal	\$	x	4	=	\$

Athletic Fields continued						
Athletic Fields Cool Season Turf – 13 Total Acres 3 acres at McIntire Park, 5.5 acres at Charlottesville H.S., 1 acre at Venable School, 2 acres at Johnson Elementary School, 1.5 acres at Walker Upper Elementary School						
Application	Product	Price per Acre	x	Acres	=	Extended Price
<b>March-April</b>	Barricade .37	\$	x	13	=	\$
	Dikap	\$	x	13	=	\$
	H-85	\$	x	13	=	\$
	Nitamin 30-0-0	\$	x	13	=	\$
<b>May-June</b>	Dikap	\$	x	13	=	\$
	H-85	\$	x	13	=	\$

	Micronutrient	\$	x	<b>13</b>	=	\$
	PeneCal	\$	x	<b>13</b>	=	\$
	Nitamin 30-0-0	\$	x	<b>13</b>	=	\$
<b>September</b>	Rootex	\$	x	<b>13</b>	=	\$
	Dikap	\$	x	<b>13</b>	=	\$
	H-85	\$	x	<b>13</b>	=	\$
	Nitamin 30-0-0	\$	x	<b>13</b>	=	\$
	PeneCal	\$	x	<b>13</b>	=	\$
<b>Total (Basis of Award)</b>						\$

**ADDITIONAL PRICING:** Contractor shall provide additional pricing to apply chemical products already in stock on City premises (labor and equipment costs only). \$ \_\_\_\_\_ per acre.

**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	Total # of hours per week
	\$	HR	

**Contractor's Representative (point of contact for this contract):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

---

In Compliance With This Invitation For Bids 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)

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

I have the authority to bind the corporation.

# STATE CORPORATION COMMISSION FORM

## Virginia State Corporation Commission (SCC) registration information.

Name of Bidder/Offeror: \_\_\_\_\_

- is a corporation or other business entity with the following Virginia SCC identification number:  
\_\_\_\_\_ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeror's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**
- Check the following box if you have not completed any of the foregoing options but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).**

### Registered Agent Information

Please specify the Registered Agent who will accept services of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes): \_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT E

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT F**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

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

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CODE OF VIRGINIA**

§18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon 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 this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT G

# 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: \_\_\_\_\_

**ATTACHMENT H**

**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.

**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.

**Bid For (Brief Description of Work)** ENHANCED TURF MAINTENANCE

**IFB Number:** 23-05

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)

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

**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> ?	_____

**City of Charlottesville**  
**Parks and Recreation Department**  
**INTEGRATED PEST MANAGEMENT POLICY**  
**Adopted by City Council April 20, 2015**

**INTRODUCTION:** Integrated Pest Management (IPM) is a methodology that establishes an effective and environmentally sensitive response to pests, (insects, weeds, pathogens, rodent and other vertebrates). IPM establishes a sustainable approach to managing pests by combining biological, cultural, physical and, if necessary, chemical tools in a way that minimizes health, environmental and economic risks.

For ten (10) years, the Charlottesville Parks and Recreation Department has utilized Integrated Pest Management landscape maintenance principles on City property that the Parks Division maintains. This plan outlines procedures to be formalized that when followed will protect the health and safety of the public and staff from pest and pesticide hazards. Pests are organisms that damage plants, structures, infrastructure, or that impact human or animal health. Pesticides are any substance or mixture of substances intended for preventing, repelling, destroying, or mitigating any pest. This plan is in compliance with all policies and regulations mandated by US Environmental Protection Agency (EPA), US Department of Agriculture (USDA), and Virginia Department of Agriculture and Consumer Services Pesticide Services Division (VDACS).

Objectives of this IPM plan include:

- Elimination of significant threats caused by pests to the health and safety of staff and the public.
- Prevention of loss or damage to City owned assets or property by pests.
- Protection of environmental quality.
- A progressive move over time to reduce chemical pest controls.

This IPM plan will be stored in the office of the IPM Coordinator.

**IPM COORDINATOR:** The City of Charlottesville Landscape Manager or their designee shall be the Parks and Recreation Department IPM Coordinator and be responsible to implement the IPM plan and to coordinate pest management-related communications between Parks and Recreation Department, its service providers, staff and visitors. The Landscape Manager and Parks Manager shall designate an employee of the Horticulture staff of Parks and Recreation Department to serve as the IPM Program Manager for the Parks Division.

**IPM COMMITTEE:** The Parks and Recreation Department will maintain an IPM or other safety-related committee with responsibility for annual review of the IPM program and for assisting the IPM Coordinator in resolving pest-related issues. The committee will meet annually in January for program review, and may meet more frequently if required to determine shifts in approaches.

Minutes will be taken of committee meetings and kept on file by the IPM Coordinator. Membership will include the IPM Coordinator, IPM Program Manager, City Environmental Sustainability Manager, Parks Division Manager, Parks and Recreation Director, and a member from both the Parks and Recreation Advisory Board and the Tree Commission. Both the Advisory Board and Tree Commission shall nominate a member to the IPM committee who has a background in landscape management, horticulture or related field. An IPM Annual Report will be prepared by the committee and presented to the Parks and Recreation Advisory Board each March and subsequently forwarded to City Council each April. The Annual Report will contain a summary of activity and initiatives of the preceding year, and a plan for the following year for the IPM program. Additionally the Annual Report will include specific reporting on the date, site, common and chemical name of pesticide, and concentration and volume applied per acres, with comparative data over a five year period (beginning 2015); or for previous years where data is available.

**POSTING AND NOTIFICATION OF PESTICIDE APPLICATIONS:** The IPM Coordinator shall be responsible to conduct annual staff training on the proper procedures for posting and notification of planned and emergency applications of pesticides on facility grounds.

When pesticide applications are scheduled on City property maintained by the Parks Division, staff and service providers shall provide notification in accordance with the law, including specifically:

1. Posting a pest control information sign at a prominent place that is in or adjacent to the location of application. All signs will include the date(s), product(s) applied, and staff contact information.
2. Application area shall be marked with small yellow flag markers placed along the pedestrian sidewalk perimeter, spaced eight (8) feet apart on contiguous application areas exceeding twenty five (25) square feet (5X5). Individually treated plants may be marked with a flag. Large application areas may need to be closed to the public during and immediately following application.
3. Application areas shall remain posted for twenty-four (24) hours after application or following regulations for posting required under law by VDACS.
4. Providing pesticide application information to the school administration a minimum of twenty-four (24) hours in advance of any application.

**RECORD KEEPING & PUBLIC ACCESS TO INFORMATION:** The Parks and Recreation Department, Parks Division will maintain records of all pesticide applications, and pesticide applicator licenses, as required by VDACS. All IPM related records will be maintained for at least three (3) years. Information regarding pest management activities will be made available to the public, by appointment, at the Parks Division administrative office at Pen Park.

**TRAINING:** Parks and Recreation, Parks Division staff will be provided with training on the IPM policy at the time of hire and during annual update training. Training will include the rationale for the IPM policy and program elements including use of pest scouting and prohibition on pesticide applications by non-certified individuals. Additionally, designated staff including the IPM Coordinator and IPM Program Manager will provide advance training and directives to on-site Service Providers using pest control strategies. This training will improve the ability of Parks and Recreation staff to oversee Service Providers in compliance with Parks and Recreations IPM policy and plan.

**GENERAL IPM STRATEGIES:** IPM decision-making strategies shall use current, professional and comprehensive information regarding pest management. These strategies may include education, exclusion, sanitation, maintenance, biological and mechanical controls, and with pre-approval by the IPM Coordinator, site-appropriate pesticides. All Integrated Pest Management decisions at Parks and Recreation, Parks Division shall consist of the following steps:

1. Identification of pest species.
2. Estimate pest populations and compare to established action thresholds.
3. Select the appropriate management tactics based on current on-site information and available financial and human resources with the following procedure:
  - Structural and procedural modifications to reduce food, water, harborage and access used by pests. (site modifications, pruning, native plants, use of goats to control vegetation, irrigation, mulch, soil health)
  - Non-pesticide technologies such as trapping and monitoring devices, use of appropriate biological controls. (barriers, natural predators, beneficial microorganisms)
  - Appropriate pesticide compounds, formulations and application methods that present the lowest potential hazard to humans and the environment in the most effective manner.
  - Where appropriate non-synthetic pesticide products shall be evaluated and considered for use.
4. Assess effectiveness of pest management.
5. Keep appropriate records and documentation.

Decisions concerning whether or not pesticides should be applied in a given situation will be based on a review of all available options. Efforts will be made to minimize the use of pesticides by good sanitation practices, selection of pest-resistant plant materials, and appropriate horticultural practices.

All pesticide storage, transportation, and application will be conducted in accordance with the requirement of the Federal Insecticide, Fungicide, and Rodenticide Act; EPA regulations; OSHA regulations; VDACS Pesticide regulations. No person shall apply, store, or dispose of any pesticide on Parks and Recreation managed property without an appropriate Pesticide Applicators License from VDACS. All pesticide applicators will be trained in the principles and practices of IPM and the use of pesticides. All applicators must comply with the IPM policy and follow appropriate regulations and label precautions when using pesticides in or around Parks Division managed properties. Pesticide Service Providers must also comply with these requirements.

**PARKS AND RECREATION STAFF ROLES:** Parks and Recreation administration will provide support to assist the IPM Coordinator in maintaining an IPM program that moves toward pesticide reductions. Such support will include efforts to promptly address any structural, horticultural, or sanitation changes recommended by the Coordinator to reduce or prevent pest problems. Furthermore, Parks and Recreation administration will assist the Coordinator in budget development, staffing, and delivering materials and programs for staff, and the public to educate them about the importance of safe pest control.