

**INVITATION FOR BIDS
(IFB)**



Issue Date: September 6, 2022

IFB#: 23-23

Title: HVAC FILTERS

Department and/or Location Where Work Will Be Performed: Various locations Charlottesville, Virginia

Issuing Agency: City of Charlottesville Procurement and Risk Management Services 325 4th Street, NW
Charlottesville, VA 22903

Period Of Contract: Contract shall be for one-year beginning the date of the ratified contract with the option to renew under the terms of the original agreement for up to Nine (9) 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 September 20, 2022. For Furnishing The Goods/Services Described Herein And Then Opened In Public. **No telephoned, faxed, or emailed bids will be considered.**

Due to restrictions surrounding the COVID-19 pandemic, public access to City facilities is currently prohibited. The City is still receiving and accepting deliveries from shipping services such as USPS, FedEx and UPS. The mailing (utilizing contracted shipping services) of bids is preferred, but if a bid is hand delivered by the Bidder, it may ONLY be hand delivered on September 20, 2022 at 325 4TH STREET NW, CHARLOTTESVILLE, VA 22903 between the hours of 1:00-2:00 PM (local prevailing time). **ALL HAND DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 2:00 PM on September 20, 2022 at 325 4TH STREET NW, CHARLOTTESVILLE, VA 22903 (local prevailing time).** 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 date of postmark or error in delivery to incorrect address. It is the responsibility of the Bidder to ensure timely and correct delivery of their bid regardless of the chosen delivery method. While on City property, Bidders are expected to adhere to the City's masking requirements and social distancing rules.

All Inquiries For Information Should Be Submitted in Writing and Be Directed To: Donna S. Hoy, VCA at purchasing@charlottesville.gov or by Fax: 434-970-3069.

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

IFB# 23-23
TITLE: HVAC FILTERS
OPEN: September 20, 2022

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

City of Charlottesville, Procurement & Risk Management Division, 325 4th 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, (CLICK ON [CITY YARD MAP \(PDF\)](#) TO OBTAIN A MAP).

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

IFB# HVAC FILTERS/23-23

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

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

- I. **PURPOSE:** The City of Charlottesville is soliciting sealed bids from qualified contractors to establish a term contract for HVAC Filters on an as needed basis.
- 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.
- 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.

The contractor shall furnish and deliver each of the following described items (Products must meet or exceed the following requirements):

1. **PLEATED FILTERS**

1.1. **Construction**

- 1.1.1. Filter media shall be a mechanical synthetic media that is pleated into a consistent media pack.
- 1.1.2. An expanded rust resistant metal backing shall be bonded to the downstream side of the media to maintain the pleat shape and for added strength.
- 1.1.3. The filter frame shall be a heavy duty aqua coated beverage board frame. The frame shall consist of two-piece construction.
- 1.1.4. The filter frame shall be comprised of 100% reclaimed fiber with a minimum of 35% Post-Consumer fiber.
- 1.1.5. The frame shall be bonded to the media to prevent air bypass.
- 1.1.6. The frame shall have diagonal cross supports on air entering and air leaving side for added support and pleat spacing.

1.2. **Performance**

- 1.2.1. The filter shall have a MERV A (Minimum Efficiency Reporting Value) value of 8 when tested by an independent test facility according to ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) Standard 52.2 Appendix J (KCL Conditioning Step) the filter shall achieve a minimum E2A value of 55% and a minimum E3A value of 83%.

- 1.2.2. The filter shall have the initial resistance's listed below at the recommended airflow of 500FPM (2.54 m/sec).
 - 1.2.2.1. 1 inch filters – 0.27" W.G.(67 PA)
 - 1.2.2.2. 2 inch filters – 0.22" W.G.(55 PA)
 - 1.2.2.3. 4 inch filters – 0.16" W.G.(40 PA)
- 1.2.3. The filter shall have the minimum surface area per 1.0 SqFt of filter face area listed below:
 - 1.2.3.1. 1 inch filters – 2.3 SqFt
 - 1.2.3.2. 2 inch filters – 4.8 SqFt
 - 1.2.3.3. 4 inch filters – 7.2 SqFt
- 1.2.4. The filter shall have a recommended final resistance of 1.0"W.G. (249 PA).
- 1.2.5. The filter shall meet ANSI/UL-900 requirements.

2. POLYESTER FILTERS

2.1. **Construction**

- 2.1.1. The filter media shall be constructed of graduated density high loft polyester designed and manufactured for air filtration.
- 2.1.2. The filter media shall be treated with an adhesive tackifier to enhance the filters dust holding capabilities and to prevent the captured particles from migrating downstream.
- 2.1.3. The filter shall utilize a heavy-duty chipboard frame that shall be thermally bonded to the media and retainer grille.
- 2.1.4. The filter shall utilize an expanded metal retainer grille or heavy polyester scrim on the downstream face of the media pack glued to the filter frame for rigidity.

2.2. **Performance**

- 2.2.1. The filter shall have an average arrestance value of 82% when tested according to ASHRAE Standard 52.1-1992.
- 2.2.2. The filter shall have an initial resistance of 0.2" W.G. (20 PA) or better at the recommended airflow of 350 FPM (1.75 m/sec). The filter shall have a recommended final resistance of 0.5 W.G. (125 PA).

3. THREE PLY INTERNALLY SUPPORTED WIRE RING PANEL AND LINK FILTERS

3.1. **Construction**

- 3.1.1. The filter media shall be multi-graduated laminate of variable denier synthetic fibers that form three distinctive plies that are arranged from coarse to increasingly finer deniers of media.
- 3.1.2. The filter media shall be comprised of a minimum of 29 % of recycled materials. Percentage shall be calculated by weight.
- 3.1.3. The filter shall have a downstream layer that is composed of a needled, synthetic media that has dual directional strength, insuring filter integrity as it becomes loaded.
- 3.1.4. The filter shall utilize two distinctive tackifiers, both a wet and dry tack, to maximize filtration.

- 3.1.5. The filter shall utilize an internal wire support constructed of a nine and one half gauge galvanized wire. Cross wires will be utilized on all panels greater than eleven and one quarter inches for added rigidity.
- 3.1.6. The internal wire support shall be encapsulated between the different plies of synthetic media by a thermally generated seal.
- 3.1.7. The filter shall be available in a linked panel and single panel configuration.
- 3.1.8. The filter shall be available in a configuration for confined or limited access units.

3.2. Performance

- 3.2.1. The filter shall have a MERV value of 8 when tested by an independent test facility according to ASHRAE Standard 52.2. The filter shall achieve a minimum E2 value of 40.4% and a minimum E3 value of 73.8%.
- 3.2.2. The filter shall have an initial resistance of 0.46”W.G. (114 PA) at the recommended airflow of 500 FPM (2.54 m/sec). The filter shall have a recommended final resistance of 1.0” W.G. (249 PA)
- 3.2.3. The filter shall meet ANSI/UL-900 requirements.

4. SUPPORTED PLEAT EXTENDED SURFACE 90-95% 12 INCH DEEP CELL BOX FILTER

4.1. Construction

- 4.1.1. The filter media shall be a wet laid micro fiber media, which shall be resistant to high humidity.
- 4.1.2. The media shall be formed into pleats utilizing media separators which shall be placed between each pleat. These media separators shall provide media support and pleat separation to promote uniform airflow.
- 4.1.3. The media separators shall be constructed of corrugated aluminum. The edges of the separators shall be folded to prevent damage to the media pack.
- 4.1.4. The media pack shall be sealed to the filter frame utilizing a flexible adhesive that shall be applied on all four peripheral edges of the media pack on the face of the filter.
- 4.1.5. The frame shall be constructed of 24 gauge galvanized steel.
- 4.1.6. The frame style shall be double header.
- 4.1.7. The filter shall have self-sealing gasketing on the downstream face of the filter/header. Gasketing shall be a charcoal either foam minimum of 1/2” wide and 3/8” thick.

4.2. Performance

- 4.2.1. The filter shall have a MERV value of 14 when tested by an independent test facility according to ASHRAE Standard 52.2. The filter shall achieve a minimum E1 value of 77.6%, E2 Value of 97.1% and a minimum E3 value of 98.7%.
- 4.2.2. The filter shall have an initial resistance of 0.58”W.G. (144 PA) at the recommended airflow of 500 FPM (2.54 m/sec) for a 24”x 24” x 12” nominally sized filter.
- 4.2.3. The filter shall have a recommended final resistance of 1.5”W.G. (373 PA).

5. **MERV 13 FILTERS:**

5.1 **Construction**

5.1.1 Durable, moisture-resistant, beverage board frame with wire-supported media. Secured in a heavy-duty two-piece die cut frame, with diagonal grid supports for added strength. Electrostatic media designed for use specifically in extended surface pleated filters.

5.2 **Performance**

5.2.2 Designed to remove up to 98% of airborne particles including dust and lint, dust mite debris, pollen, pet dander, mold spores' bacteria, microscopic allergens, virus carriers, most smoke, smog, oil smoke as well as lead dust. Pressure drop shall not exceed .26 W.G. at 300 ft. per second. This performance must be proven in testing utilizing the ASHRAE 52.2. Appendix J test method. The filter shall meet ANSI/UL-900 requirements.

6. **MERV 14 FILTERS:**

6.1. **Construction**

6.1.1 The media must be resistant to Ultraviolet light.

No cardboard or beverage frames. Must have a full line of standard sizes as well as special size availability. Filter must have the physical integrity withstand twisting or racking.

6.2. **Performance**

6.2.1 MERV 14 efficiency with low resistance of 0.37" W.G.. This performance must be proven in testing utilizing the ASHRAE 52.2. Appendix J test method. The filter shall meet ANSI/UL-900 requirements.

a. **ORDERS**

The City does not intend to order case quantities for standard or custom size filters. Most orders will be made up of both standard and custom size filters. Orders must be shipped within sixty (60) days of purchase order being issued.

b. **PRICE LISTS**

Manufacturer's Price Lists Shall be the currently published National Standard Manufacturer's Price List. The Vendor's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. The Bidder's name and address shall appear on all catalogs and price lists. The Bidder shall provide the URL for any internet catalogs provided. Bidders shall quote the percentage of discount from the Manufacturer's Price list or Retail Price Sheet cited above and shall furnish a copy of same with bid submission. Failure to submit the manufacturer's price list or retail price sheet may cause the bid to be considered non-responsive.

c. **DESCRIPTIVE LITERATURE REQUIRED**

Each bidder is required to furnish, with their bid, catalog cuts and/or descriptive literature, properly labeled with bid number, and bidder's name, with full illustrations and detailed specifications for each type of filter bid. All differences in specifications from those stated must be marked. Descriptive literature is requested to establish, for the

purpose of bid evaluation and award, details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation, as appropriate. Failure to submit the descriptive literature may cause the bid to be considered non-responsive.

d. CURRENT TEST REPORTS

For each type bid, the bidder is required to submit a MERV rating test report. Test reports are requested to establish, for the purpose of bid evaluation and award, details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation, as appropriate. Failure to submit the test reports may cause the bid to be considered non-responsive.

e. SAMPLES

A sample of pleated, poly, and panel filter styles shall be required with submission of bid.

The samples must be furnished free of charge. Each sample must be clearly marked "SAMPLE" with the Invitation for Bid number, bid item number, bidder's name and address.

Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure to conform to all such characteristics shall cause rejection of the bid.

Samples will be returned at the bidder's expense with no pecuniary liability to be incurred by the City for their loss or damage.

Once the bidder is requested to pick up a sample, they must do so within ten (10) days. Failure to pick up sample will result in the sample being considered surplus City property and the City will dispose of it at the convenience of the City. Failure to submit the requested sample may cause the bid to be considered non-responsive.

f. METHOD OF ORDERING

Orders may be placed via email by authorized employees of the City of Charlottesville on an as needed basis. Filters will be listed per facility and the order divided between facility zones.

g. ADDITIONS/DELETIONS

As filter sizes/requirements may change the City reserves the right to add similar items to the contract. The contractor shall indicate a percentage discount from list price on the pricing schedule for any like models not specified or other HVAC filter related products (to include but not limited to filter frames, box filters, bag filters, etc.).

h. CANCELLATION OF ORDERS

The City reserves the right to cancel any order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

i. INVOICES

Invoices shall list pricing with each facilities filter quantities/prices and per facility and zone number. Invoices shall be mailed to: City of Charlottesville, Facilities Maintenance, 315 4th Street NW Charlottesville, VA 22903.

V. 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/offers 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.
- 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. 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.)

1. 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 require 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.

VI. SPECIAL TERMS AND CONDITIONS:

A. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

- B. AWARD OF CONTRACT: Award will be made to the lowest responsive/responsible bidder based on the **TOTAL** 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. COOPERATIVE CONTRACTING: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 of the *Code of Virginia*. Unless specifically prohibited by the bidder, any resultant contract may be extended to Albemarle County, the University of Virginia, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region Ten Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this bid at contract prices. The successful vendor shall deal directly with each agency with regard to order placement, delivery, invoicing and payment.
- E. DELIVERY: Contractor shall check with the City and make necessary arrangements for delivery. Orders are to be individually boxed per facility. The facility, filter sizes/quantity and zone number shall be clearly labeled on each box with printed labels. Orders shall be delivered to Charlottesville City Warehouse, Public Works Complex, 325 4th. Street NW, Charlottesville, VA 22903. Delivery hours are 8:00 AM until 3:00 PM Monday thru Friday.
- F. DELIVERY NOTIFICATION: The Agency shall be notified **48 hours** prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

Name: Derek Tyler **Mobile: 434-566 4977** **Email: tylerd@charlottesville.gov**

- G. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- H. PRODUCT INFORMATION: The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the 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.

- I. 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.
 - J. RENEWAL OF CONTRACT: Contract shall be for one-year beginning the date of the ratified contract with the option to renew under the terms of the original agreement for up to Nine (9) 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.
 - K. 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.
- VII. 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.

VIII. ATTACHMENTS:

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

**City of Charlottesville COVID-19 Response Document:
City Workforce and Contractor Service Delivery
PPE Utilization and Disposal; Masks
Updated as of 06.29.2022**

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 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:

- I. 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 recommendations will be based on the CDC’s COVID-19 Community Level recommendations 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 notified of and encouraged to follow the proper mask usage based on the current COVID-19 Community Level recommendations for the City of Charlottesville.
 - d. Employees are required to wear a mask under certain scenarios of the Exposure Procedure.

The CDC Community Level mask usage recommendations are as follows:



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?

- o Yes. Cloth face coverings should be routinely washed depending on the frequency of use.
- A respirator (N95/KN95) or procedure mask should be replaced:
 - o When the straps are stretched out and it no longer fits snugly against your face
 - o 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?
 - o 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 are strongly advised to 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 are strongly advised to 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 strongly advised if employee is interacting with the public while outside. Face Coverings are strongly advised for employees working together outside if social distancing cannot be maintained.

Exceptions:

1. Police and Fire Departments on Emergency Responses

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.

ATTACHMENT B

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

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Bidders are not required to submit a C.O.I or Endorsement(s) with their bid response. Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage. The Bidder shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as “additional insured”.

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

PRODUCER - Insurance agency /broker who issues certificate

NAMED INSURED - Must be legal name of contracting party.

Must include the types of insurance required by contract

POLICY FORM - Should be "occurrence"

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

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

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

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

ACORD 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, 123 Main St., Anytown, VA 21234
 CONTACT NAME: John Doe, Agent
 PHONE (A/C No. Ext): (123)456-7890
 FAX (A/C No.): (123)456-7890

INSURED: XYZ Contractor, 456 South St., Anytown, VA 21234
 INSURER A: Insurance Company 1, 123456
 INSURER B: Insurance Company 2, 567890
 INSURER C: Insurance Company 3, 112233

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/CP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> UNPILED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (All covered) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA)	Y/N N/A	ABC123	12-1-2014	12-1-2015	WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - SA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability		XYZA56	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS, ACTIVITIES / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

CERTIFICATE HOLDER: 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

ICORD 25 (2010/05)

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PRICING SCHEDULE

IFB#: 23-23

Project Title: HVAC FILTERS

SEE SEPARATE EXCEL FILE

NOTE

The spreadsheet is formatted to allow bidders to only enter data in the RETAIL PRICE & % DISCOUNT columns. All other cells are purposely locked.

Once the spreadsheet is complete, the bidder must enter the TOTAL (Basis of Award) from the excel spreadsheet into the appropriate box below. The bidder must also print out the completed excel spreadsheet pricing schedule and include with bid submission.

TOTAL (FROM EXCEL SPREADSHEET)	\$ _____ (Basis of Award)
--	------------------------------

ADDITIONAL PRICING: The City has the option to purchase additional products. This pricing is for additional products.	
Discount off list price for like models and other HVAC filter products not specifically listed in specifications.	% _____

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:

_____ Date: _____

DBA _____ By: _____

_____ (Signature)

_____ Zip Code: _____

I have the authority to bind the corporation.

Name: _____

(Please Print)

Title: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

ATTACHMENT D

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: _____

ContactName: _____

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: _____