

INVITATION FOR BIDS (IFB)



Issue Date: November 22, 2022

IFB#: 23-32

Title: TOWING SERVICES – POLICE ORDERED

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

Department and/or Location Where Work Will Be Performed: Charlottesville Police Department

Period Of Contract: One year from the date of contract ratification with the option to renew for up to seven (7) 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 December 6, 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: Donna S. Hoy, VCA, Buyer II at purchasing@charlottesville.gov.

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

IFB#: 23-32
TITLE: TOWING SERVICES – POLICE ORDERED
OPEN: December 6, 2022

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

City of Charlottesville
325 4th Street NW
Charlottesville, VA 22903

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

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).

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 seeking sealed bids from qualified vendors to provide towing services for the Charlottesville Police Department 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 City will grant to the winning bidder the right to perform all towing of vehicles ordered or deemed necessary by the Police Department, or other appropriate City agency, for enforcement of City ordinances or to assure safe and orderly movement of traffic.

The City, by ordinance, regulates services rendered pursuant to **police towing requests** for towing and/or storage of unattended, abandoned, or immobile vehicles. The City shall evaluate bids based on the specification of equipment to be used for providing towing and storage service for police requested towing. The successful bidder will enter into a contract for towing request from the police department for a set charge to be paid by the owner or operator of a vehicle subject to towing and/or storage. The City's successful bidder shall meet all the Police department's established criteria for eligibility of towing services and shall provide exclusive towing and storage service for police-requested towing of unattended, abandoned, or immobile vehicles.

The scope of this contract is exclusively for "Police-requested towing" or "police towing request," and includes all requests made by a law-enforcement officer of the City. Police-requested towing does include towing requests made by a law-enforcement officer of the City at the request of the owner or operator of an unattended, abandoned, or immobile vehicle, when no specific service provider is requested by such owner or operator. The scope of this agreement does not include towing requests made by a law-enforcement officer of the City, when the owner or operator of an unattended, abandoned, or immobile vehicle selects their own specific towing owner and operator. Such requests are outside the scope of this contract.

Prior to entering into a contract, the local governing body may consult with their duly appointed towing advisory board with regard to the specific terms of the contract pursuant to state and local laws.

The bidder must be able to furnish, on call, a tow truck of size and character adequate to insure safe and expeditious removal of vehicles.

STORAGE:

The bidder shall provide a secure fence and adequately lighted enclosure for storage of towed vehicles. The area shall be a minimum of 15,000 square feet with the fence being a minimum of seven feet in height from the ground. The fabric of the fence from the ground to no less than one foot from the top shall have no openings in excess of two (2) inches by four (4) inches. A minimum of one (1) foot from the top of the fence, and all gates shall be barbed wire consisting of no less than two (2) strands. An inside storage area of a minimum of fifteen (15) feet by twenty (20) feet shall be provided. Such area shall be in addition to the required 15,000 square feet of storage area.

The inside storage area must be lighted, isolated from access, except by Police authorized personnel, and provide insulation from contamination until a vehicle has been inspected for evidence and released from isolation by the

Police Department. Storage areas cannot be more than five (5) miles outside the City limits. Acceptance of the storage facilities shall be subject to Police Department inspection and approval. **Charlottesville Police Department must have exclusive use of the inside storage area when requested.**

INSURANCE:

The City will not be responsible for injury or damage incurred during performance of this service and/or contract. The bidder must agree to indemnify the owner of towed vehicle for loss of or damage to the vehicle or its contents incurred during towing or storage and shall provide the City with evidence of garage keeper's legal liability insurance in the amount of \$300,000 to cover such indemnity. A certificate of insurance for such coverage must be included with the bid response. The vendor shall file with the City certificates of policies of workers compensation, public liability, automobile liability (including non-ownership and hired vehicles liability) and property damage insurance satisfactory to the City in compliance with the law in form and amount sufficient properly to protect the City.

All insurance required by this agreement shall be and remain in full force and effect for the entire life of the contract. The Contractor's policy/policies required by the Contract (except workers comp) shall be endorsed to name the City as an additional insured party under such insurance contracts which shall contain a stipulation that the insurance provided shall not terminate, lapse or otherwise expire prior to ten (10) days written notice to that effect given by the insurance carrier to the City and that the insurance carrier will not invoke the defense of performance of a governmental function by the party of the first part in performing this contract to defeat liability or recovery under the insurance contract. The Contractor will provide the City with a certificate of insurance carrier to the effect that the insurance has been provided as set forth in and required by this section.

Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia. The amount of insurance shall be a combined single limit coverage of \$1,000,000. No contract shall be binding upon the City until the certificate of insurance or policies called for herein have been filed with the City and all have been approved as to form and sufficiency by the City Attorney.

COSTS:

Costs should be expressed as the amount the bidder proposes to charge the City for the following services only:

- A. Towing of passenger cars, pick-up trucks, vans, mopeds, and motorcycles. To be expressed as flat fee and shall include all costs associated with the service.
- B. Show-up Charge. When wrecker arrives and has backed up to car to begin procedure but owners arrival eliminates need for tow, contractor shall be allowed flat fee as compensation for response to call. Disputes over charge shall be resolved by officer on scene.
- C. Towing of any vehicle over one ton rating capacity. To be expressed as an hourly rate and shall include costs associated with the service.
- D. Storage of vehicle for first twenty-four (24) hours after the tow and per day after the first twenty-four (24) hours following the tow. To be expressed as a flat fee and shall include all costs associated with such storage.
- E. Opening of the office to allow vehicle to be claimed at other than normal working hours. To be expressed as flat fee and shall include all costs associated with the service.
- F. Labor to unload and/or reload trailer if required to tow vehicle. To be expressed as rate per man hour and shall include all costs associated with performance of service.

TOWING AND RESPONSE TIME:

Response time for the arrival on the scene by the tow truck shall not exceed twenty (20) minutes from the time the call for service is made by the Police Department. In the event the towing contractor determines from the circumstances of the call for service that a larger than normal wrecker is required, an additional twenty (20) minutes will be allowed. **In the event the response time exceeds the said time limits, the City reserves the right to call**

any available towing service. Such substitute service shall be directed to deliver the vehicle to be towed to the towing contractor's storage facility. The towing contractor shall be liable to pay the substitute towing service's usual and customary towing charge, but in no case shall a sum in excess of the contract rate be charged to the City by the towing contractor.

It shall be the responsibility of the towing contractor to determine the appropriate wrecker to be sent on any call. The member of the Police Department requesting the service will describe the circumstances of the situation in sufficient detail to allow the towing contractor to respond appropriately. It shall be the responsibility of the towing contractor to inform the Police Department of the final location of a vehicle towed from private property. Contractor shall have at least one wrecker capable of towing a vehicle of at least 33,000 lbs.GVW.

In the event the towing contractor deems it necessary to obtain additional assistance, it shall be the responsibility of the contractor to do so and shall document in writing to the City all such additional charges which shall not exceed the contract rate.

In the event an owner or operator of a vehicle to be towed makes a timely request for individually initiated towing services, such request shall be honored by the Police Department and such owner or operator shall be solely responsible for all associated charges. In the event an owner or operator of a vehicle to be towed initiated an owner requested tow, the contract towing service herein shall not classify this as a police or City initiated tow and the towing contractor shall not apply the City contract rate for the service rendered as a police or City initiated tow. Under no circumstances shall a member of the Police Department recommend any particular towing service in individually initiated tow requests.

CITY'S RESPONSIBILITIES:

The Police Department personnel at the scene shall be responsible for enforcement of City ordinances and for assuring the safe and orderly movement of traffic. No member of the Police Department shall operate the wrecker equipment of the towing contractor.

No member of the Police Department will attempt to instruct any employee of the towing contractor concerning any aspect of the procedure for the removal of a vehicle, with the exception of that portion of the procedure which pertains to the removal of the towed vehicle and any accompanying debris in such a manner as to assure the safe and orderly movement of traffic.

TOWING DOCUMENTATION/REPORTING:

Each driver of the towing contractor will complete, at the scene from which a vehicle is to be towed, a form containing the information the license number and vehicle identification number of the vehicle, if possible. The operator of the towing vehicle shall sign the form.

The towing contractor shall keep certain reasonable information concerning towed and stored vehicles as requested by the Police Department. Such records shall be made available by the towing contractor for regular inspection by the Police Department.

INVENTORY REPORT:

The towing contractor will be required to provide the City with a monthly inventory report of all vehicles being stored on the towing contractor's lot. This inventory report will be provided to the City on the 30th of each month. The City will provide the contractor with a standard inventory report to be completed monthly by the contractor. Inventory Report will be submitted to the City representative and contact number listed on the standard inventory report.

SITE CLEANUP:

Contractor shall be responsible for environmental cleanup (fuel and other liquid spills, debris collection, and disposal resulting from the scene of any accident in connection with a towing request under this contract. Contractor shall also be responsible for removing all accompanying debris from the scene of any accident in connection with a towing request under this contract.

CONTRACTOR’S EMPLOYEES:

The towing contractor and employees thereof must be courteous to the owner or operator of a vehicle that is, or is about to be, or was, towed or stored while performing or discussing the towing and storage services contemplated under this contract.

The towing contractor shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, sexual orientation or national origin. The towing contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin or sexual orientation. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, advertising, payoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

COMPLAINTS:

Contractor shall during the life of the contract, provide to owners or operators of vehicles it has towed, upon request, information as to procedure for filing complaints as concern services performed under contract. Such complaints are to be directed to:

Procurement & Risk Management Services Division, 325 4th St. N.W., Charlottesville, VA 22903

Phone: (434) 970-3860

Fax: (434) 970-3069

E-mail: purchasing@charlottesville.gov

COLLECTION OF CHARGES:

While the City is the contracting party and responsible for all charges properly made pursuant to this contract, the City has a right of reimbursement against the owners or operators of vehicles properly towed hereunder. In the interest of efficiency, the City shall authorize the towing contractor to act as its agent for the collection of all charges properly made hereunder. The towing contractor may release vehicles to the proper owners or operators upon receiving payment for all charges related to the tow from either the City or the owner or operator.

DISPOSAL OF UNCLAIMED ABANDONED VEHICLES:

Abandoned vehicles claimed by the Police Department will be handled as follows:

Vehicles that are Operable:

The Contractor shall be responsible for conducting, on behalf of the City, a Public Auction of the abandoned vehicle(s) that are operable. Proceeds from the sale of the vehicle(s) will defray all storage and towing costs and all excess proceeds will be returned to the City by the Contractor in the form of a check made payable to the City Treasurer. If the vehicle does not sell at auction the Police Department shall turn the possession of the vehicle over to the Contractor to defray all storage and towing costs.

Operable vehicles must be sold at public auction. Public auctions include On-line Auctions and Live Auctions. The Contractor may use either method at his discretion.

Surplus public sale postings, auction dates and other types of sales information must be provided by the Contractor to the City for posting on the City’s website at www.charlottesville.org/purchasing.

1. **On-line Auctions.** Vehicles may be sold through on-line auctions. The Contractor must list the items for sale using websites that have been approved by the City of Charlottesville. The City will post information regarding these on-line auctions on the City’s website and include information on accessing the online auction.
 - a) The online ad must detail as much information as possible, plus at least one (1) clear photograph of the vehicle exterior and one (1) clear photograph of the vehicle interior.
2. **Live Auction.** Vehicles may be sold by live auction. Advertisements are placed in newspapers in the vicinity of the auction sale, notices are sent to persons or firms on emailing lists maintained by the City of Charlottesville, and notice of the sale is posted on the City’s website. The Contractor must provide this

information to the City within two weeks of the scheduled sale in order for the City to properly advertise the sale.

Vehicles that are Inoperable:

The Contractor shall be responsible for submitting a towing report to the City's Commissioner of Revenue's Office within five (5) working days of an inoperable vehicle being towed to the Contractor's storage location. The City's Commissioner of Revenue will assess the fair market value of the vehicle and respond to the Contractor within two (2) working days. The Contractor will provide an estimate on the costs of restoration to an operable condition. An operable condition is defined as a vehicle that will pass Virginia state inspection. If the cost of restoration exceeds the fair market value then the Police Department shall turn the possession of the vehicle over to the Contractor to defray all storage and towing costs.

AUDIT:

The Contractor must maintain records which detail all abandoned vehicles for each fiscal year period. The City's fiscal year begins July 1 each year and ends on June 30th. At a minimum the records must include a description of each vehicle including year, make and model, indicate whether the vehicle was classified as inoperable or operable with backup documentation including the fair market value provided by the City Commissioner of Revenue's Office and the Contractor's estimate to restore to operable condition, if operable indicate sale date and disposal method, e.g. on-line auction or live auction and include the sale price and excess proceeds returned to the City. This information must be made available to the City within five (5) working days of the request so that the City may in turn meet any deadline request for public information which may fall under the Virginia Freedom of Information Act. Contractor's estimate(s) for restoration will be subject to verification by the City at any time.

STATE LAWS AND LOCAL ORDINANCES:

The Contractor shall at all times during performance of this Contract comply with requirements of applicable state laws and local ordinances.

No member of the governing body, officer, or employee of the City of Charlottesville during his/or her tenure of for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

V. PREBID CONFERENCE: No prebid conference is 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.
- 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.
- e. Garage Keeper's Liability Coverage - The City will not be responsible for injury or damage incurred during performance of this service and/or contract. The bidder must agree to indemnify the owner of towed vehicle for loss of or damage to the vehicle or its contents incurred during towing or storage and shall provide the City with evidence of garage operator's liability insurance in the amount of \$300,000 to cover such indemnity.

All insurance coverage:

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

Proof of Insurance: Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. **(See Attachment A for a Sample C.O.I. and Guide to the Acord Form)**. The Bidder shall be responsible that such coverage evidenced thereby 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 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. **RENEWAL OF CONTRACT:** Contract shall be for one-year beginning the date the of ratified contract with the option to renew under the terms of the original agreement for up to seven (7) 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.

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

**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:

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 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?
 - 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 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.

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).

<p>PRODUCER - Insurance agency / broker who issues certificate</p> <p>PRODUCER: Insurance Agency/ Broker 123 Main St., Anytown, VA 21234</p>	<p>CONTACT NAME: John Doe, Agent PHONE (AG, Ins, Ext): (123)456-7890 FAX (AG, Ins): (123)456-7890</p> <p>INSURER(S) AFFORDING COVERAGE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Insurance Company 1</td> <td>123456</td> </tr> <tr> <td>Insurance Company 2</td> <td>567890</td> </tr> <tr> <td>Insurance Company 3</td> <td>112233</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A:	NAIC #	Insurance Company 1	123456	Insurance Company 2	567890	Insurance Company 3	112233	INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #														
Insurance Company 1	123456														
Insurance Company 2	567890														
Insurance Company 3	112233														
INSURER D:															
INSURER E:															
INSURER F:															

INSURED - Must be legal name of contracting party.

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

COVERAGES **CERTIFICATE NUMBER:** **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	INSUR. CODE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" 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 PREMISES (Per occurrence) \$ MED EXP (Per one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS LEASED AUTOS NON-OWNED AUTOS	X	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (Per accident) \$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 checked="" 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 PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/OWNER EXCLUDED? (Mandatory in PA)	Y/N N/A	ABC123	12-1-2014	12-1-2015	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - SA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

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

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

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

IFB#: 23-32

Project Title: TOWING SERVICES – POLICE ORDERED

Instructions:				
<ul style="list-style-type: none"> - Please fill in all blanks. - Unit Price shall include all costs associated with the service. - In the case of error in the extended price the unit price shall govern. 				
Qty	UOM	Description	Unit Price	Extended Price
1500	EACH	Towing of passenger cars, pick-up trucks, vans, mopeds and motorcycles. <i>*to be expressed as a flat fee and shall include all costs associated with the performance of the service.</i>	\$ _____ Per Tow	\$ _____
36	EACH	Show-Up Charge <i>*to be expressed as flat fee and shall include all costs associated with the service.</i>	\$ _____ Each	\$ _____
48	HRS	Towing of any vehicle over one ton rate capacity. <i>*to be expressed as an hourly rate and shall include all costs associated with performance of the service.</i>	\$ _____ Per Hour	\$ _____
6000	DAYS	Storage <i>*to be expressed as a flat fee and shall include all costs associated with such storage service.</i>	\$ _____ Per Day	\$ _____
20	EACH	Opening of the Office after hours <i>*to be expressed as flat fee and shall include all costs associated with the service.</i>	\$ _____ Each	\$ _____
20	EACH	Service Call - Labor to Change a Flat Tire	\$ _____ Each	\$ _____
20	EACH	Service Call - Labor to Change Headlight Bulb	\$ _____ Each	\$ _____
750	EACH	General Site Cleanup (1 hour or less)	\$ _____ Each	\$ _____
750	EACH	Extensive Site Cleanup (more than 1 hour)	\$ _____ Each	\$ _____
100	MAN HRS	Labor to unload and/or reload trailer <i>*to be expressed as rate per man hour and shall include all costs associated with performance of the service.</i>	\$ _____ Per Man Hour	\$ _____
TOTAL (Basis of Award)				\$ _____

Pricing Schedule continued on next page.....

DBA _____

_____ Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

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: _____