



**PURCHASING DIVISION  
2401 COURTHOUSE DRIVE  
BLDG 1, 3RD FLOOR, SUITE 3097  
VIRGINIA BEACH, VA 23456-9013  
(757) 385-4438**

**INVITATION TO BID NO: COVB-26-101680**

**LANDSCAPE MAINTENANCE FOR WITCHDUCK ROAD AND ASSOCIATED ROADWAYS**

**SEALED BIDS WILL BE RECEIVED ELECTRONICALLY THROUGH ERP SYSTEM SUPPLIER(VENDOR) PORTAL OR IN HAND IN THE PURCHASING DIVISION OFFICE AT CITY HALL, 2401 COURTHOUSE DRIVE, BLDG 1, 3RD FLOOR, SUITE 3097, VIRGINIA BEACH, VA 23456 UNTIL WEDNESDAY, JULY 1, 2026 AT 3:00 P.M. EASTERN TIME.**

**TO BE CONSIDERED, BIDDERS SHALL ENSURE THAT BIDS ARE RECEIVED BY THE DATE AND TIME SPECIFIED HEREIN. BIDS RECEIVED AFTER THIS DATE AND TIME SHALL NOT BE CONSIDERED.**

**PRE-BID CONFERENCE**

A Pre-Bid Conference will be held to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. Any changes affecting responses to this Invitation to Bid will be formally addressed by addendum from the Issuing Office.

X Pre-Bid Conference is **OPTIONAL**

**Date:** MONDAY, JUNE 8, 2026

**Time:** 11:00 A.M.

**In Person:** 2401 Courthouse Drive, Room 3096 (3rd Floor), Virginia Beach, VA 23456

**Virtual:** Microsoft Teams Meeting

**Join:** <https://teams.microsoft.com/meet/26065341754697?p=BWNTfE8Tolf7ePwway>

**Meeting ID:** 260 653 417 546 97

**Passcode:** 7eN65TM3

**Any changes that will affect responses to this ITB will be formally addressed by addendum from the Issuing Office.**

**DEADLINE FOR QUESTIONS**

Monday, June 15, 2026 3:00 P.M. Eastern Time.

Submit all questions to **ASufiyan@vbgov.com**

Responses to questions will be published by addendum on the City's Supplier Portal at <https://finance.virginiabeach.gov/purchasing/supplier-services>

Click '**View Active Solicitations**'

**It is the responsibility of the Bidder to monitor the Supplier Portal for any Addenda.**

**SMALL BUSINESS ENHANCEMENT PROGRAM**

This solicitation is subject to the requirements of the Small Business Enhancement Program. As a matter of responsiveness, bidders/consultants that intend to subcontract work on the resulting project must commit at least 50% of the value of the subcontracted work to businesses certified as Small, Women-owned, and Minority-owned businesses (SWaM) by the Virginia Department of Small Business and Supplier Diversity; if the bidder/consultant is unable to meet the 50% subcontracting requirement, then the bidder/consultant must provide documentation showing, with specificity, good faith efforts undertaken to

meet the 50% SWaM-certified subcontractor participation requirement.

The City of Virginia Beach in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 12% for Minority-Owned Businesses;
- 13.3% for Women-Owned Businesses;
- 11.9% for Service Disabled/Veteran-Owned Businesses

**NOTICE:** The City of Virginia Beach Does Not Discriminate Against Faith-Based Organizations. The Virginia Beach City Council Has Adopted The Following Aspirational Participation Goals In City Contracts:

Attention of Bidders is directed to Section 2.2-4367–2.2-4377 Virginia Public Procurement Act(VPPA)(Conflict of Interest).

The City of Virginia Beach reserves the right to accept or reject any or all bids in whole or in part and to wave any informalities. The City reserves the right to enter into any contract deemed to be in its best interest.

City of Virginia Beach, Virginia  
Purchasing Division  
Procurement Officer  
Abu Sufiyan

**1 Attachments**

| File Name or URL               | Type | Description                     |
|--------------------------------|------|---------------------------------|
| Attachment H - Sample Contract | File | Please Review - Sample Contract |
| Attachment G - References Form | File | Complete and Submit             |
| Attachment F - Prime Contracto | File | Complete and Submit             |
| Attachment E - CVAB_E2 SBEP Su | File | Complete and Submit             |
| Attachment D - Authorized Sign | File | Complete and Submit             |
| Attachment C - Anti-Collusion  | File | Complete and Submit             |
| Attachment B - Pricing Page Wi | File | Complete and Submit             |
| Attachment A - Scope of Work_W | File | Please Review - Scope of Work   |



## **Contract Terms and Conditions**

### **I GENERAL INSTRUCTIONS TO BIDDERS**

#### **A Issuing Office**

Whenever used in the Invitation to Bid (ITB), Issuing Office shall be:

City of Virginia Beach,

Purchasing Division

2401 Courthouse Drive Suite 3097

Virginia Beach, Virginia 23456

Phone: (757) 385-4438

#### **B Bidder Obligation**

Bidder shall carefully examine the terms and conditions set forth in this Invitation to Bid and any subsequent addenda. Failure to do so shall not relieve a Bidder of an obligation to furnish the goods and/or services specified in this Invitation to Bid and its addenda. Bidder shall check with the Issuing Office within forty-eight (48) hours prior to closing to secure any addenda affecting Bidding.

#### **C Invitation to Bid Source**

If you received a copy of this Invitation to Bid from a source other than the Issuing Office, you must log in to our Supplier Portal (located at <https://finance.virginiabeach.gov/purchasing/supplier-services>) for more information about this solicitation.

#### **D Anticollusion/Nondiscrimination Form**

Bidder shall execute and return the Anticollusion/Nondiscrimination form located in the Offer Form of this Invitation to Bid. The City shall report any perceived incidence of price fixing or antitrust violation to the State Attorney General.

#### **E Bid Binding Period**

Bidder agrees that this Bid shall be binding and shall not be withdrawn for a period of ninety (90) calendar days after the Closing Date of this Invitation to Bid.

#### **F Proprietary Information**

Bidders are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Bidder shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed. Furthermore, the Bidder shall submit proprietary information under

separate cover, and the City reserves the right to submit such information to the City attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the Bid to proprietary information; however, all information contained within the body of the Bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

## **G Cooperative Agreement**

- This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the IFB, if the IFB specified that the procurement was being conducted on behalf of other public bodies.
- If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.
- Any jurisdiction using such contracts shall place its own orders(s) directly with the successful Contractor (s). The City of Virginia Beach acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.
- It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

## **H Changes or Modifications**

Changes or modifications to this Invitation to Bid made prior to the date and time of closing shall be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided in the Bid Form of this Invitation to Bid. Oral modifications shall not form a part of the Bid documents. Bidders who attach or submit Bids on their own company forms or who incorporate their standard conditions of sale into their Bid response may be considered non-responsive.

## **I Withdrawal of Bid Due to Error**

The procedure for withdrawal of Bids shall be according to Section 2.2-4330 of the Code of Virginia, 1950, as amended. In summary, the applicable procedure is as follows: Bidder shall give notice in writing of his claim of right to withdraw his Bid within two business days after the conclusion of the Bid opening procedure. Notice of withdrawal shall include all original work papers and all other documents and materials used by Bidder in the preparation of the Bid.

## **J Award**

Award shall be made to the lowest responsible and responsive Bidder. A responsible Bidder shall mean a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance, and who has been pre-qualified, if required. A responsive Bidder shall mean a person who has submitted a Bid, which conforms in all material respects to this Invitation to Bid.

## **K Public Notice of Award or Decision to Award**

Public notice of the award or announcement of the decision to award shall be provided by posting the appropriate

notice on the Supplier Portal, located at <https://www.vbgov.com/government/departments/finance/Pages/Supplier-Services.aspx>.

## **L Fraud, Waste, and/or Abuse**

The City of Virginia Beach is committed to eliminating fraud and maintaining a highly ethical environment throughout our organization. The City's Fraud, Waste and Abuse Prevention Program, coordinated by the Office of the City Auditor, consists of a Fraud Hotline, web site, awareness training and investigation services. While this program is designed to assist City employees, departments, agencies and programs in preventing and detecting incidents of fraud, waste and abuse in the City of Virginia Beach, it is also available to City contractors for this same purpose. This program focuses on dishonest acts by City employees or its contractors. Therefore, if you suspect any Fraud, Waste and/or Abuse regarding a City employee or contractor please call the Fraud Hotline at (757) 468-3330.

## **II SPECIAL INSTRUCTIONS TO BIDDERS**

### **A References**

Bidder shall submit with the Bid a minimum of three (3) references for whom Bidder has performed type of work performed . For each reference, the following information shall be provided:

- Name and address of the organization;
- Name, title, and telephone number of the contact at the organization;
- Full scope of work performed; and
- Length and present status of service.

### **B Future Purchases**

The City of Virginia Beach shall reserve the right to purchase additional units from any resulting contract, until manufacturer build-out, manufacturer price increases, and/or during a period of twelve (12) months from issuance of the purchase order, whichever occurs first.

## **III SPECIAL TERMS AND CONDITIONS**

### **A Contract Term**

The contract term shall be twelve(12) months, beginning upon award of the contract and expiring twelve (12) months thereafter. Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended four (4) additional twelve(12) month periods.

### **B Escalation/De-Escalation**

The City may consider price adjustments, after initial contract term, once in a 12-month period, based solely upon manufacturer price increases/decreases. Successful Bidder shall provide to the City a written request for any such manufacturer increases/decreases. Such requests shall be addressed to the Issuing Office and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum thirty-(30)-day advance notice period is required for such requests. Requests for price increases adjustments are subject to the review and approval of the City Purchasing Agent. Successful Bidder shall apply and implement immediately upon notification

from manufacturer any and all price decreases for items included under any contract resulting from this Invitation to Bid.

Any increase in cost shall not increase by a greater percentage than the percentage change in the Consumer Price Index of the U.S. City Consumer Price Index for Urban Consumers published by the United States Department of Labor during the previous twelve months or 5% whichever is lower.

## **IV GENERAL TERMS AND CONDITIONS**

### **A Applicable Law**

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

### **B Compliance with All Laws**

Bidder shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this Contract. Bidder represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract. If the Bidder is a corporation, partnership, or limited liability company, Bidder further expressly represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

### **C Payments to Subcontractors**

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City; or, shall notify the City and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Notwithstanding the preceding and in accordance with Virginia Code § 2.2-4354(1), the Contractor shall be liable for the entire amount owed to any subcontractor with which it contracts. The Contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. In the event the Contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the City to the Contractor shall not be a condition precedent to



payment to any lower-tier subcontractor.

## **D Contract Modification(s)**

After award, any and all modifications to this contract shall be mutually agreed to by the City and the Successful Bidder, in writing, and authorized by the City's Purchasing Agent or the Purchasing Agent's designee. The City's standard method to modify contracts is issuance of a change order (purchase order).

## **E Venue**

Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

## **F Non-Assignment**

Bidder shall not assign its rights and duties under this contract without the prior written consent of the Purchasing Agent

## **G Subcontractors**

The use of subcontractors and the work they are to perform shall receive prior written approval of the contract administrator. The Contractor shall be solely responsible for all work performed and materials provided by subcontractor. The Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor. The use of subcontractors and the work they are to perform shall receive prior written approval of the contract administrator. The Contractor shall be solely responsible for all work performed and materials provided by subcontractor. The Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

## **H Termination with Cause/Default/Cancellation**

- In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in association contract or in Vendor's ITB response.
- Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Agreement as of the mailing date of the default notice.
- Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the City any work in process for which payment has been made.
- In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

## **I Termination without Cause**

- The City may at any time, and for any reason, terminate the contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested.
- In the event of such termination, the Contractor shall be paid such amount as shall compensate the

Contractor for work satisfactorily completed, and accepted by the City, at the time of termination.

- If the City terminates the contract, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work completed or in process for which payment has been made.

## **J Independent Contractor**

The Contractor shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.

## **K Representation Regarding City Employment; Conflict of Interest**

Contractor represents at the time of contracting and through the pendency of this Agreement that no one with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee of the Contractor is also an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Contractor further represents that no individual with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee has a spouse, other relative or person who resides with the individual that is currently an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Should the Contractor have reasonable belief of a possible conflict of interest, that issue should immediately be brought to the attention of the City's Purchasing Division for review.

## **L Non-Appropriation – Availability of Funds**

It is understood and agreed between the parties hereto that the City will be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this contract, the City shall immediately notify the contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

## **M Payment Terms**

Payment terms offering a "prompt payment discount" of 20 days or greater are allowed but will not be considered in the evaluation of Bids. All other payment terms shall be net 30 days or greater. The City uses Paymode to process ACH payments. At no cost to the Contractor, the City requests that the Contractor sign up via [www.paymode.com/vbgov](http://www.paymode.com/vbgov) to access Paymode ACH services.

## **N Tax Requirements**

All City of Virginia Beach business license, personal property, real estate and other applicable tax requirements shall be met by successful Bidder.

## **O Exclusivity**

The City reserves the right to procure goods or services covered under this contract from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

## **P Compliance With Immigration Laws**

Contractor does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

## **Q Severability**

The provisions of this contract shall be deemed to be severable; and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

## **R Waiver**

No failure of the City to exercise any right or power given to it by law or by this contract, or to insist upon strict compliance by contractor with any of the provisions of this contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this contract.

## **S Integration**

This contract and any exhibits incorporated by reference in this contract constitute the final, complete, and exclusive written expression of the intentions of the parties, and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties.

## **T Foreign and Domestic Businesses Authorized To Transact Business In The Commonwealth**

The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor shall not allow its certificate of registration or authority to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Contract.

## **U Negotiation with the Lowest Bidder**

Unless all Bids are cancelled or rejected, the City reserves the right granted by § 2.2-4318 of the Code of Virginia 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. For the purpose of determining 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.

## **V Environmental Liability**

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean up activities,

removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the City, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

## **W Surety Requirements**

Unless otherwise noted, all surety documents required herein shall be received and approved by the Contract Administrator prior to beginning work under the contract and no later than 10 days after award of the contract.

Insurance: Certificates of insurance written by a company or companies licensed to conduct business of insurance in Virginia and acceptable to the City of Virginia Beach and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the City. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the City of Virginia Beach may be approved. Certificates shall be submitted to the Contract Administrator prior to beginning work under the contract and no later than ten (10) days after award of the contract. Certificates of insurance shall list the City of Virginia Beach as an additional insured and the City of Virginia Beach, Risk Management Division, Municipal Center, Virginia Beach, Virginia, 23456, as the Certificate Holder. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

Form Limits

Workers' Compensation \$500,000, as required under Virginia Code Title 65.2. Automobile Liability \$1,000,000 Combined Single Limit

Commercial General Liability \$1,000,000 Combined Single Limit

The establishment of minimum limits of insurance by City does not reduce or limit the liability or responsibilities of Bidder.

Permits and Fees: Bidder shall be responsible for obtaining all necessary permits and for payment of all fees for work resulting from this Invitation to Bid.

## **X Hold Harmless/Indemnification**

Bidder shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Bidder, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. Bidder shall save harmless and indemnify City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Bidder or those for whom Bidder is legally liable. Upon written demand by the City, Bidder shall assume and defend at Bidder's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

## **Y Commercial Warranty**

Bidder agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Bidder gives any customer for such products or services.

## **Z Offset/Setoff**

The City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability, including taxes, due to the City from such person, firm or corporation shall first have been settled and adjusted.

## **AA Audits**

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to any resulting Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.

## **AB Company Personnel Standards**

- Personnel shall be trained/qualified to perform requested services. If any of the successful Bidders personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the City, the Bidder shall remove any such personnel and replace them with satisfactory personnel.
- Bidder shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the successful Bidder to halt all work activities until such conditions are resolved.

## **AC Property Damage**

The Contractor shall be responsible for repairing all damage to public and private property caused by their operation. All damages resulting from the Contractor's operation shall be corrected immediately or within a time period approved by the City.

## **AD Quality Control Standard**

The Contractor shall meet reasonable quality control standards, as set by the City's contract administrator. Failure to comply with the quality standards may result in the termination of the contract or the withholding of payments.

## **AE Coordination/Interaction**

- All work shall be coordinated with the City's contract administrator.
- Work performed by the Contractor shall be coordinated with other activities occurring in the work area. The Contractor shall be required to submit a detailed schedule of the work to be completed. The schedule will be agreed upon by the Contractor and the City, with the City having final approval.

## **AF Compliance with the Virginia Human Rights Act**

The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement, Contractor shall comply with the Virginia Human Rights Act, as amended.

## **AG Compliance with the Americans with Disabilities Act (ADA)**

- I. Contractor shall ensure all web content including but not limited to: information and experiences available on the web like text, images, sound, videos, and documents; created and posted externally on behalf of or as an agent of the City of Virginia Beach shall meet web accessibility requirements of Title II of the Americans with Disabilities Act and specifically WCAG 2.1, Level AA.
- II. Contractor shall ensure all content created and posted externally on a mobile application on behalf of or as an agent of the City of Virginia Beach shall meet web accessibility requirements of Title II of the Americans with Disabilities Act, specifically WCAG 2.1, Level AA or an equivalent facilitation.

## **V SPECIFICATIONS**

See Attachment A and respond as required

## **VI ADDENDA**

No Addenda are included with the initial Solicitation. Addenda will be issued in writing and published as needed.