

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
Monday, June 15, 2026**



Invitation For Bid No. IFB260014125
for
Citywide Lawncare Services

Due Date & Time: Thursday, July 16, 2026 11:00 am

Request for Proposal Prepared by:

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Title: Strategic Contract Manager

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Department of Procurement Services

<https://www.rva.gov/index.php/procurement-services/solicitations>

City of Richmond

Citywide Lawncare Services

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A - SIGNATURE SHEET

B - STATEMENT OF NO OFFER

C - STATE CORPORATION COMMISSION FORM

D - CONSENT TO ACCEPT ELECTRONIC SIGNATURES

E - GOODS & SERVICES CONTRACT - EXAMPLE

F - Minority Business Development Cover Letter

G - MBE-ESB- 1 PARTICIPATION COMMITMENT FOR RFQ FORM

H - MBE-ESB - 2 PARTICIPATION COMMITMENT FORM

I - myCOI Sample Certificate

J - 260014125 City of Richmond Grounds Mowing Locations Updated

#IFB260014125

Title: Citywide Lawncare Services

1. SPECIFICATIONS

1.1. Statement of Work

1.1.1. Location of Work Areas.

A. The link to the ArcGIS Map that depicts the Work areas is provided below. The Map includes acreage, address, and required mowing frequency.

<https://cor.maps.arcgis.com/apps/dashboards/06f751d6d1b048a3998c84a5dbbfdd4a>

B. Property types may include:

1. City parks, playgrounds, and recreation facilities,
2. police and public safety facilities,
3. utility properties (pump stations, water towers, reservoirs, etc.),
4. school grounds and sports fields,
5. vacant City-owned lots,
6. municipal buildings, and
7. other designated City sites.

C. The City reserves the right to add or remove locations throughout the contract term, with appropriate contract and price adjustments.

1.1.2. Scope of Work.

The selected Bidder (the "Contractor") shall perform the following Work:

A. Turf Mowing.

1. Mow all designated turf areas to a height no lower than two and a half (2.5) inches and no higher than four (4) inches (unless otherwise specified by the responsible City department).
2. Complete all mowing using equipment that prevents scalping, rutting, uneven cuts, or damage to the turf and irrigation systems.
3. Mulch or evenly disperse all grass clippings.
4. Refrain from leaving large clumps or windrows upon turf mowing completion.

B. Trimming and Edging.

1. For each mowing cycle, string-trim around buildings, trees, poles, signs, fences, curbs, and other obstructions.
2. Edge along sidewalks, curbs, and paved surfaces as necessary to maintain a clean, defined edge.
3. All trimming must result in a uniform appearance consistent with mowed areas.

C. Litter and Debris Removal.

1. Prior to mowing, remove litter, branches, and debris.
2. After mowing, blow or sweep grass clippings from sidewalks, curb lines, ADA ramps, and paved surfaces.
3. Prevent all grass clippings from entering storm drains, per City environmental guidelines.

D. Cleanup and Disposal.

1. All waste and debris generated during the Work must be removed from the Work site the same day.
2. The Contractor's disposal shall comply with all City, state, and federal regulations.

E. On Demand Services.

1. When requested by the City, the Contractor shall perform the following Work:
 - a. Leaf removal,
 - b. Weed control/herbicide application (requires proper Virginia pesticide licensing),
 - c. Mulching and bed maintenance,
 - d. Tree/shrub pruning,
 - e. Storm debris cleanup, and
 - f. Emergency mowing.

F. Damage and Repairs.

1. All damage caused by the Contractor must be repaired or replaced, as appropriate, within a reasonable time period, as specified by the City, without any additional cost.

1.1.3. Insurance and Licensing.

- A. The Contractor shall maintain insurance as required by Section 3.4.2. (Insurance) below.
- B. The Contractor shall maintain, at all times during the Contract term, applicable Virginia business and pesticide licenses for all herbicide Work.

1.1.4. Contractor Requirements.

A. Personnel.

1. All Contractor personnel must wear company uniforms reflecting the Contractor's business name. Contracting personnel to have identifying Personal Protective Equipment and IDs that clearly represent the contracting company.
2. The Contractor is responsible for ensuring its personnel are trained in safe equipment operation.
3. A supervisor or crew leader must be onsite at each Work site and must be able to communicate with City staff.

B. Equipment.

1. The Contractor shall supply and maintain all equipment in safe working order.
2. The Contractor to submit equipment list with bid. Submit through OpenGov when uploading Bid Form.
3. Equipment must be suitable for the Work sites being serviced (ride-on, walk-behind, slope-safe units).
4. Equipment failures do not exempt the Contractor from scheduled Work.

C. Safety.

1. The Contractor shall comply with all applicable OSHA, Virginia Department of Labor and Industry, and City safety requirements.
2. The Contractor shall report all hazardous conditions (sinkholes, damaged fencing, fallen trees, etc.) within 24 hours of encountering them.

D. Environmental Requirements.

1. No chemical shall be used at Work sites without prior City approval and proper licensing.
2. The Contractor shall comply with stormwater and environmental best management practices (BMPs).

E. Communication

1. The Contractor shall maintain direct communication with the City's Contract Administrator, providing status updates upon request.

1.1.5. Work Standards.

A. Work Hours

1. The Contractor will be authorized to perform Work only between 7:00 AM-6:00 PM EST, Monday thru Friday ("Normal Work Hours").
2. Extraordinary noise, such as driving sheeting, shall only be permitted between 9:00AM-4:00PM EST.
3. No Work is to be performed outside of Normal Work Hours, unless authorized by the City Contract Administrator in writing, in advance.
4. No Work is to be performed on the following City-observed Holidays:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. President's Day
 - d. International Women's Day
 - e. Spring Holiday
 - f. Memorial Day

- g. Juneteenth
- h. Independence Day
- i. Labor Day
- j. Indigenous Peoples' Day
- k. Election Day
- l. Veterans Day
- m. Thanksgiving Holidays (The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving)
- n. Winter Holidays (Two Days to be named)

1.1.6. Service Frequency.

A. Unless otherwise indicated on the ArcGIS Map, the following service frequencies shall apply:

- 1. **Peak growing season (April 1–October 31):** Every 14 or 21 days as indicated by the ArcGIS Map.
- 2. **Non-growing season (November 1–March 31):** Frequency as directed by City staff.

B. The City reserves the right to adjust mowing frequency due to rainfall, weather, or operational needs.

1.1.7. Inspection of Contractor's Work.

A. The City will inspect the Contractor's Work for compliance with the terms and conditions of the ensuing Contract.

B. The City may deem the following occurrences to be deficiencies in the Work:

- 1. missed areas or uneven cutting,
- 2. excessive clippings or debris,
- 3. damage to turf, irrigation, or structures,
- 4. failure to edge or trim,
- 5. failure to remove debris, and
- 6. any other material deviation from the Contract requirements.

C. The City will permit the Contractor 24 hours, from the notification of the deficiency, to cure the deficiency (at no additional cost to the City).

D. Repeated deficiencies may result in the withholding of payment to the Contractor, the reassignment of Work to another contractor, and/or the termination of the ensuing Contract.

1.1.8. No Guaranteed Work.

The City does not represent, warrant, covenant or guarantee that the Contractor will receive any Work Assignments in a specific contract or renewal term. The City reserves the right, at its sole discretion, to issue separate solicitations for similar work and other projects as the need may occur.

1.1.9. Assignment of Work when Multiple Awards.

In the event the City awards multiple contracts under this Invitation for Bids as allowed under City Code section 21-55(a), the City will assign work based on the provisions of this section. The City will strive to distribute work assignments (each a “Work Assignment”) to all contractors awarded contracts under this Invitation for Bids. However, the City, in its sole discretion, may assign a Work Assignment to the contractor that it believes is best suited to that specific Work Assignment based on the following factors:

- A. Cost effectiveness and reasonableness based on bid price.
- B. Performance on past or current Work Assignments as documented pursuant to Section 1.2.7 (“Performance Evaluation”) of Part I (“Statement of Needs”).
- C. Resources available compared to existing assigned workload.
- D. Responsiveness in responding to Work Assignment requests.

1.1.10. Work Assignment Procedure.

If the selected contractor (i) fails to respond to the City’s request for a Work Assignment within 2 business days, or (ii) declines to perform a Work Assignment, the City may proceed to another contractor. Nothing herein shall be construed to limit the City’s discretion to determine when and under what circumstances to utilize any awarded contractor for Work Assignments.

1.1.11. Performance Evaluation.

A performance evaluation of the Contractor shall take place at the completion of each Work Assignment. Contractor to maintain minimum of an 80% on-time percentage weekly during Peak growing season.

1.1.12. City Responsibilities.

The City will:

- A. provide access to Work sites and notify contractor of any restrictions,
- B. provide updates to the ArcGIS Map as locations change, and
- C. inspect Work, and
- D. issue notifications of deficiency.

1.1.13. Invoicing.

1. The Contractor shall submit monthly Invoices to the City for Work performed, consistent with the requirements of Section 3.3.8. (Invoices).

2. Each invoice shall:

- a. reference the Contract number and purchase order number,
- b. itemize each serviced location and date of service, and

c. be priced consistent with the Contract's price schedule.

1.2. Pricing

A. The quantities shown are estimates only. The City reserves the right to purchase only its requirements, whatever the quantity may be, plus or minus, during the period specified.

B. The lowest responsive and responsible bid shall be determined based on pricing for the **primary growing season period of April 1 through October 31**.

C. The pricing submitted for **On-Demand Services** and the **November 1 through March 31** period will not be included in the award evaluation calculation.

1. However, such pricing shall be binding upon the Contractor for future on-demand Work during the Contract term.

1.3. Bid Form

Delivery F.O.B: City location as outlined in ArcGIS

Required Time for Delivery: As required by frequency

MOWING LOCATIONS, ACREAGE, FREQUENCY

If acreage shows 0, it is <.1 of an acre

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
1	Manchester Court Complex	Facility	1.6	14	15	each mow			
2	Police Precinct 4 Chamberlayne Ave	Facility	0.2	14	15	each mow			
3	Parker Field Annex	Facility	3.3	14	15	each mow			
4	Horse Stables	Facility	0.2	21	10	each mow			
5	Arthur Ashe Center	Facility	1.1	14	15	each mow			
6	Oliver Hill Court _ Juvenile Detention	Facility	4.2	14	15	each mow			
7	Police Precinct 2	Facility	0.6	14	15	each mow			
8	Bellemeade Community Center & Pool	Facility	7.3	14	15	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
9	Hopkins Rd Complex	Facility	3.9	21	10	each mow			
10	Police Precinct 1 - 25th St	Facility	0.2	14	15	each mow			
11	EDI Social Service Building	Facility	0.7	14	15	each mow			
12	Forest Lawn Drive K-9 Park/Facility	Facility	3.1	21	10	each mow			
13	Forest Lawn Drive Urban Forestry Facility	Facility	1.2	21	10	each mow			
14	Thomas B. Smith Community Center	Facility	0.7	14	15	each mow			
15	6120 Warwick	Facility	1.4	21	10	each mow			
16	Belt Blvd Bus Compound	Facility	2	21	10	each mow			
17	1641 Commerce Rd	Facility	1.7	21	10	each mow			
18	869 Forest Lawn Dr - Northside Dog Park	Facility	2.4	21	10	each mow			
19	3101 Condie St	Facility	0.2	21	10	each mow			
20	John Marshall Court Building	Facility	0.5	14	15	each mow			
21	4929 Chamberlayne Ave - Real School Building	Facility	0.5	21	10	each mow			
22	Canoe Run Park	Park	6.4	21	10	each mow			
23	Powhatan Park	Park	8.2	21	10	each mow			
24	Tuckahoe Boulevard	Park	0.2	21	10	each mow			
25	Conrad Street Mini Park	Park	0.3	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
26	Crestview	Park	0.7	21	10	each mow			
27	Lafayette/Broad	Park	0.1	21	10	each mow			
28	Powhatan Annex	Park	0.5	21	10	each mow			
29	North Central Park	Park	0.9	21	10	each mow			
30	Fonticello/Albert Carter Jones Park Tractor	Park	8.8	21	10	each mow			
31	Abner Clay Park	Park	3.2	21	10	each mow			
32	Merry Oak and Stockton Triangle	Park	0.2	21	10	each mow			
33	Little John Park	Park	1	21	10	each mow			
34	Dill Ave plot across from roundabout	Park	0	21	10	each mow			
35	Bojangles Park	Park	0.1	21	10	each mow			
36	Washington Park/Roy West Park Tractor	Park	6.6	21	10	each mow			
37	Bill Robinson Community Center Playground	Park	3.1	21	10	each mow			
38	South Allen	Park	0.6	21	10	each mow			
39	Belmont/Broad	Park	0.2	21	10	each mow			
40	Mount Erin Oversight	Park	0.1	21	10	each mow			
41	38th _ P Street	Park	2.3	21	10	each mow			
42	Vinton St at Arcadia St	Park	0.1	21	10	each mow			
43	Smith Peters Park	Park	0.7	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
44	3rd Street Exit Ramp	Park	0.9	21	10	each mow			
45	Ancarrow Landing	Park	4.7	21	10	each mow			
46	Pleasants Park Laurel & Albemarle	Park	0.3	21	10	each mow			
47	4th and Rady	Park	0.1	21	10	each mow			
48	Sydney Park	Park	0.1	21	10	each mow			
49	P Street _ 34th Street	Park	0.1	21	10	each mow			
50	Pollard Park	Park	2.6	21	10	each mow			
51	Grace St park	Park	0.5	21	10	each mow			
52	Westview Park and Triangle	Park	0.3	21	10	each mow			
53	Bryan Park inc Azalea Garden, trail areas	Park	41.7	21	10	each mow			
54	Beaufont Rd	Park	0.2	21	10	each mow			
55	Sunset Avenue neighborhood assoc	Park	0.2	21	10	each mow			
56	26th Street 700 block	Park	0.5	21	10	each mow			
57	Grayland TOT Lot	Park	0.3	21	10	each mow			
58	Rawlings @ Government	Park	0.3	21	10	each mow			
59	Lombardy Park	Park	0.3	21	10	each mow			
60	Bandy Field Nature Park	Park	13.4	21	10	each mow			
61	Forest Hill Park	Park	21.1	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
62	Lumpkins Jail Contractor	Park	3.2	21	10	each mow			
63	Monterio Street	Park	0.1	21	10	each mow			
64	Patrick Henry Park (Neighborhood association)	Park	0.8	21	10	each mow			
65	Libby Hill Park	Park	7.2	21	10	each mow			
66	21st _ Franklin	Park	1.8	21	10	each mow			
67	Randolph Community Ctr_Petronius Jones Park	Park	4.9	21	10	each mow			
68	Cannon Creek	Park	1	21	10	each mow			
69	Powwhite Park	Park	2.2	21	10	each mow			
70	Battery Park and Community Center-	Park	0.1	21	10	each mow			
71	44th Vacant Lot	Park	0.7	21	10	each mow			
72	Gunn Street (1500-1600)	Park	0.1	21	10	each mow			
73	36th Street & Broad	Park	0	21	10	each mow			
74	Euclid Avee. Off Vinton St Dead End	Park	0	21	10	each mow			
75	Woodville Pool	Park	5.6	21	10	each mow			
76	Leigh St & 10th	Park	0	21	10	each mow			
77	Chelsea Village Park	Park	5	21	10	each mow			
78	5th Avenue Park at Rady	Park	0	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
79	Gabriel Prosser/Freedom park	Park	0.3	21	10	each mow			
80	Woodrow / Lamb	Park	0.4	21	10	each mow			
81	Woodrow / Barton	Park	0.4	21	10	each mow			
82	Battery Park and Community Center-	Park	0.1	21	10	each mow			
83	Battery Park and Community Center-	Park	0.1	21	10	each mow			
84	Althea Parkway	Park	0.1	21	10	each mow			
85	Oregon Hill Linear Park - The Red Wall Belvidere	Park	2.1	21	10	each mow			
86	Oregon Hill Linear Park	Park	1.2	21	10	each mow			
87	Thomas Square Park	Park	0.5	21	10	each mow			
88	Dogwood Dell	Park	1	21	10	each mow			
89	Carillon State Property	Park	2.7	21	10	each mow			
90	Byrd Park - 10C (Rugby Rd)	Park	0.6	21	10	each mow			
91	Grantland Ave. (neighborhood association)	Park	0.2	21	10	each mow			
92	Garrett @ Rugby	Park	0.1	21	10	each mow			
93	Thomas Jefferson TOT Lot	Park	0.1	21	10	each mow			
94	Tuckahoe Ave. and Toddsbury	Park	0.1	21	10	each mow			
95	Tuckahoe Ave. and Bewdley Ave.	Park	0.1	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
96	Tuckahoe Ave. and Ditchley	Park	0	21	10	each mow			
97	Amphill Road and Cary street	Park	0.1	21	10	each mow			
98	Clarke Rd	Park	0	21	10	each mow			
99	Three Chopt & Caryprivate	Park	0	21	10	each mow			
100	Towana Rd. and Campus Drive	Park	0.3	21	10	each mow			
101	Pawnee Circle Vegetation	Park	0.1	21	10	each mow			
102	Wainwright & Halsey Triangle	Park	0.3	21	10	each mow			
103	Byswick & Reedy Avenue	Park	0.2	21	10	each mow			
104	Halsey Road	Park	0.6	21	10	each mow			
105	McGuire Park Triangle-4 Triangles	Park	1.2	21	10	each mow			
106	1900 Miniffee vegetation	Park	0.1	21	10	each mow			
107	Blackwell Annex	Park	1	21	10	each mow			
108	Goatfarm Triangle - Forest Hill and Semmes	Park	0.2	21	10	each mow			
109	Cowardin & Perry Street	Park	0.1	21	10	each mow			
110	Peyton Avenue Triangle	Park	0	21	10	each mow			
111	Huguenot Bridge - South End	Park	2.5	21	10	each mow			
112	Oxford Parkway	Park	0.1	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
113	Henry Marsh Elementary School	Park	0.6	21	10	each mow			
114	Conrad Center - gazebo on 17th	Park	1.2	21	10	each mow			
115	Rosedale Ave. & Laburnum Ave.	Park	0.2	21	10	each mow			
116	Government Rd- Trailer Park	Park	2.3	21	10	each mow			
117	3rd Ave Tot Lot	Park	0.1	21	10	each mow			
118	600 Block of North 39th St.	Park	0.1	21	10	each mow			
119	Trigg Street	Park	0.4	21	10	each mow			
120	Green Ridge and Barlen	Park	0.2	21	10	each mow			
121	32nd St Park	Park	0.5	21	10	each mow			
122	Fulton Bottom Park	Park	0.7	21	10	each mow			
123	1st @ Duvall St	Park	0	21	10	each mow			
124	1st @ Duvall ST	Park	0	21	10	each mow			
125	5th Ave (The Bridge)	Park	0.2	21	10	each mow			
126	5th Ave Bridge	Park	0.2	21	10	each mow			
127	Rusk Ave @ Hopkins Rd	Park	0.1	21	10	each mow			
128	4865 Warwick Rd	Park	0.7	21	10	each mow			
129	Corbin St and Jasper Ave	Park	0.1	21	10	each mow			
130	Ashley St @ Arcadia St	Park	0.1	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
131	North Ave @ Henrico Blvd	Park	0.1	21	10	each mow			
132	N 27th st @ Franklin St	Park	0.1	21	10	each mow			
133	Greenwood Avenue Lots	Park	1.5	21	10	each mow			
134	Lewis G Larus Park	Park	0.1	21	10	each mow			
135	Davee Garden (Medians)	Park	0.9	21	10	each mow			
136	Davee Garden (Medians)	Park	0.9	21	10	each mow			
137	Byrd Park - 4B	Park	6.2	21	10	each mow			
138	Byrd Park - 10B	Park	6.9	21	10	each mow			
139	Byrd Park -5A	Park	3.4	21	10	each mow			
140	Byrd Park Court (Contractor)	Park	0.1	21	10	each mow			
141	Byrd Park - 6D	Park	2.8	21	10	each mow			
142	Byrd Park - 3A	Park	8.4	21	10	each mow			
143	Byrd Park - 7A	Park	18.2	21	10	each mow			
144	Byrd Park - 2B	Park	7.3	21	10	each mow			
145	Byrd Park - 1a	Park	2.9	21	10	each mow			
146	Byrd Park - 1b	Park	3.3	21	10	each mow			
147	Byrd Park 11D (Reservoir)	Park	5.3	21	10	each mow			
148	Byrd Park - 2A	Park	5.5	21	10	each mow			
149	Byrd Park - 2C	Park	1	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
150	Byrd Park - 4A	Park	4	21	10	each mow			
151	Byrd Park - 4C	Park	1.5	21	10	each mow			
152	Byrd Park - 5C	Park	1.6	21	10	each mow			
153	Byrd Park - 5B	Park	1.7	21	10	each mow			
154	Byrd Park - 5D	Park	1.1	21	10	each mow			
155	Byrd Park - 6B	Park	0.5	21	10	each mow			
156	Byrd Park - 6A	Park	1.6	21	10	each mow			
157	Byrd Park - 6C	Park	2.3	21	10	each mow			
158	Byrd Park - 8A	Park	3.5	21	10	each mow			
159	Byrd Park - 10E	Park	2	21	10	each mow			
160	Byrd Park - 9C	Park	3.3	21	10	each mow			
161	Byrd Park - 9B	Park	2.5	21	10	each mow			
162	Byrd Park - 9A	Park	5.2	21	10	each mow			
163	Byrd Park - 10D	Park	0.9	21	10	each mow			
164	Byrd Park - 11C	Park	0.4	21	10	each mow			
165	Byrd Park - 11A	Park	0.4	21	10	each mow			
166	Byrd Park - 11B	Park	0.3	21	10	each mow			
167	Shockoe Hill African Burying Ground	Park	0.7	21	10	each mow			
168	3113 Sunset Ave	Park	0.1	21	10	each mow			
169	Chimborazo Park Community Center	Playground	22.4	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
170	Yancey Street Playground	Playground	0.2	21	10	each mow			
171	Westwood Playground _ Community Center	Playground	0.9	21	10	each mow			
172	Fairmount Pool n. 20th Street	Playground	1.3	21	10	each mow			
173	Providence Park Playground	Playground	0.7	21	10	each mow			
174	Chandler Greenhouse and Community Garden	Playground	2.6	21	10	each mow			
175	Ann Hardy CC Highland Park	Playground	4.5	21	10	each mow			
176	Briel St Playground	Playground	0.9	21	10	each mow			
177	Ruffin Road playground	Playground	6.2	21	10	each mow			
178	Oakwood Playground	Playground	5.6	21	10	each mow			
179	Blanton House _ Playgrounds	Playground	1.2	21	10	each mow			
180	Mary Munford Playground	Playground	3	21	10	each mow			
181	Oak Grove Playground Gordon Ave	Playground	1.5	21	10	each mow			
182	Summer Hill Playground	Playground	2.3	21	10	each mow			
183	Maury Street playground	Playground	8.7	21	10	each mow			
184	Humphrey Calder CC _ PG	Playground	3.3	21	10	each mow			
185	Chimborazo Playground	Playground	1.5	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
186	Montrose Heights Playground	Playground	3.1	21	10	each mow			
187	Pine Camp and Community Center	Playground	13.2	21	10	each mow			
188	Alice Fitz Playground 13th & Perry	Playground	0.5	21	10	each mow			
189	Broadrock Complex/PG	Playground	12.4	21	10	each mow			
190	Hickory Hill Community Center	Playground	4.8	21	10	each mow			
191	Gillies Creek Park and Field	Playground	30.7	21	10	each mow			
192	Holly St. Playground	Playground	0.5	21	10	each mow			
193	Hotchkiss Community Center PDR	Playground	2.1	21	10	each mow			
194	Battery Park and Community Center-	Playground	0.1	21	10	each mow			
195	Westhampton Green Playground	Playground	0.6	21	10	each mow			
196	Cardinal Elementary School Playground	Playground	2.6	21	10	each mow			
197	Blackwell Pool	Playground	0.9	21	10	each mow			
198	Swansboro Playground	Playground	1.5	21	10	each mow			
199	Swansboro Playground #2	Playground	2.4	21	10	each mow			
200	Reedy Creek Park	Playground	0.3	21	10	each mow			
201	Pilkington Street Playground	Playground	0.1	21	10	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
202	A. H. Hill Middle School Tractor	School	1.5	14	15	each mow			
203	Maymont Elementary School Tractor	School	5.3	14	15	each mow			
204	Thomas Jefferson High School Tractor	School	8.4	14	15	each mow			
205	Henderson Middle School	School	9.3	14	15	each mow			
206	Norrell Elementary School Annex	School	0.5	14	15	each mow			
207	Linwood Holton Elementary School	School	8	14	15	each mow			
208	Woodville Elementary School	School	6.1	14	15	each mow			
209	Richmond Tech Center North	School	6.4	14	15	each mow			
210	Mary Munford Elementary School	School	4.5	14	15	each mow			
211	Ginter Park Elementary (Tractor)	School	2.1	14	15	each mow			
212	Ruffin Road Elementary School	School	2.8	14	15	each mow			
213	G. W. Carver Elementary School	School	1.9	14	15	each mow			
214	Binford Middle School	School	0.4	14	15	each mow			
215	John B. Cary Elementary Tractor	School	7.3	14	15	each mow			
216	Patrick Henry Elementary School	School	1.1	14	15	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
217	Adult Career Dev. Ctr. ACDC/Graves School	School	0.3	14	15	each mow			
218	Chimborazo Elementary School	School	1.5	14	15	each mow			
219	Blackwell Elementary School	School	2.9	14	15	each mow			
220	Westover Elementary School	School	9.3	14	15	each mow			
221	Thompson-Elkhart Middle School	School	17.8	14	15	each mow			
222	Redd E. D. School	School	6.3	14	15	each mow			
223	Martin Luther King Jr. Middle School	School	18.9	14	15	each mow			
224	Huguenot High School	School	13.4	14	15	each mow			
225	George Wythe High School	School	5.2	14	15	each mow			
226	Swansboro Elementary School	School	1.3	14	15	each mow			
227	Fisher J. B. Elementary	School	5.6	14	15	each mow			
228	Boushall T. C. Middle School Tractor	School	10.1	14	15	each mow			
229	John Marshall HS	School	21.1	14	15	each mow			
230	River city middle school	School	7.6	21	10	each mow			
231	Cardinal Elementary School	School	4.5	14	15	each mow			
232	Reid G. H. Elem School, comm ctr /playground Tractor	School	13	14	15	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
233	Barack Obama Elementary	School	0.2	14	15	each mow			
234	Southampton Elem _ playground	School	6.7	14	15	each mow			
235	Clark Springs Elementary School Tractor	School	6.5	14	15	each mow			
236	Franklin Military Academy	School	2.6	14	15	each mow			
237	Overby-Sheppard Elementary School Tractor	School	6.3	14	15	each mow			
238	Chandler Community High	School	2.5	14	15	each mow			
239	Fairfield Elementary School Fairfield Elementary School	School	3.7	14	15	each mow			
240	Miles Jones Elementary School	School	7.2	14	15	each mow			
241	Broadrock Elementary (Tractor)	School	5	14	15	each mow			
242	Lucille Brown Middle School	School	8.9	14	15	each mow			
243	Amelia Street Elementary Tractor	School	7	14	15	each mow			
244	Bellevue Elementary School	School	0.8	14	15	each mow			
245	Armstrong Kennedy HS_Cool Lane	School	14.2	14	15	each mow			
246	Ginter Park Annex Mary Scott_Tractor	School	5.6	14	15	each mow			
247	Norrell Elementary School	School	6.5	14	15	each mow			

Line Item	Description/Name of Location	Type of Location	Acreage	Mow Cycle (Days between cuts)	# of mows during season	Unit of Measure	Price/Mow Apr 1-Oct 31	Total	Price/Mow Nov 1-Mar 31 As requested
248	Albert Hill Soccer Field Tractor	School	2.1	14	15	each mow			
249	Francis JL Elementary School Tractor	School	2.8	14	15	each mow			
250	Summer Hill Elementary School	School	0.7	14	15	each mow			
251	Oak Grove Bellmeade new school Contractor	School	2.8	14	15	each mow			
TOTAL									

ON DEMAND SERVICES

As authorized and requested by City

Line Item	Description	Unit of Measure	Unit Cost
1	Leaf Removal	Per Acre	
2	Weed control/herbicide application (requires proper Virginia pesticide licensing)	Per Gallon	
3	Mulching and Bed Maintenance	Cubic Yard	
4	Shrub Pruning	Per Hour	
5	Storm Debris cleanup	Cubic Yard	
6	Low level tree pruning up to 15 feet (requires certified arborist)	Per Hour	

1.4. Minority Business Enterprise / Emerging Small Business Participation Percentage

In accordance with section “Minority Business Enterprise / Emerging Small Business Participation” of Part 2 (“Instructions to Bidders”) of this Invitation for Bids, it has been determined for this solicitation the minority business enterprise and emerging small business participation of 10% is reasonably possible given the availability of minority business enterprises and emerging small businesses for the scope of work covered by this solicitation.

2. INSTRUCTIONS TO BIDDERS

2.1. Authorized Signature

All bid submissions must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent contract.

2.2. Award

Pursuant to City Code § 21-55(a), the City will make the award to the lowest responsive and responsible bidder. Whenever the City, in its sole discretion, deems it to be in the City's best interest to do so, the City reserves the right:

1. To conduct any test it deems advisable.
2. To make all evaluations necessary.
3. To cancel this solicitation or to reject any or all bids, in whole or in part, as authorized by City Code § 21-72(a).
4. To waive informalities as authorized by City Code § 21-72(b).
5. To delete items prior to making the award.
6. To negotiate an adjustment of the bid price with the lowest responsive and responsible bidder if and to the extent permitted by City Code § 21-55(b).
7. To award to more than one bidder as authorized by City Code § 21-55(a).

Each bidder to whom a contract is to be awarded must register with the City prior to award through the City's Supplier Registration Portal (<https://rva.gov/procurement-services/supplier-portal>) and provide the banking information necessary to facilitate Automated Clearing House electronic payments. This registration is a condition of award.

2.3. Bidders Not Debarred

By signing its bid in response to this Invitation for Bids, the bidder warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contract by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

2.4. Contractor Misrepresentation

- A. If any bidder knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding any contract awarded under this solicitation to that bidder.
- B. Any bidder falsely representing past or proposed Minority Business Enterprise / Emerging Small Business participation may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract.

2.5. Delivery and Time for Holding of Bid

- A. General terms such as “stock,” “immediately,” and “as soon as possible,” if included as part of a bid, will not be deemed more favorable to the City than any required delivery terms and, in the absence of any required delivery terms, may result in the bidder being deemed nonresponsive.
- B. By signing its bid, the bidder offers and agrees, if the City accepts its bid within 90 calendar days from the date of the opening of bids, to furnish any and all items upon which prices are quoted at the same prices set opposite each item, delivered to the point specified in this Invitation for Bids, and at the time specified in the bid.

2.6. Descriptive Literature

The bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and its bid will be evaluated accordingly.

2.7. Disqualification Due to Participation in Preparation of Solicitation

- A. City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.
- B. For purposes of this **section 2.7** (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:
 - 1. Serving as a director or deputy director of the agency which has initiated the procurement;
 - 2. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
 - 3. Serving as the procurement manager for the agency which has initiated the procurement;
 - 4. Serving as the procurement officer in charge of the procurement;
 - 5. Assisting in the development of specifications for invitations for bids or requests for proposals;
 - 6. Attending an evaluation committee meeting that is closed to the public;
 - 7. Voting on or scoring a bid or proposal; or
 - 8. Any other participation in the procurement process which could lead to unfair advantage.
- C. Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation.
- D. If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person

discussed the solicitation with a City representative other than the contract specialist responsible for the procurement.

- E. In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this **section 2.7** (“Disqualification Due to Participation in Preparation of Solicitation”)
- F. and City Code § 21-281 may appeal the Chief Administrative Officer’s determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

2.8. Ethics in Public Contracting; No Kickbacks or Conflicts of Interest

- A. By signing and submitting its bid in response to this Invitation for Bids, the bidder certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The bidder certifies that its bid is made without collusion or fraud and that the bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid and that the bidder has 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. The bidder agrees that if such warranty is in any respect breached, the bidder will pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under the bidder’s bid.
- B. By signing and submitting its bid in response to this Invitation for Bids, the bidder represents and warrants that it is in compliance with the provisions of **section 3.2.3 (“Anti-Kickback Provision”)** of Part 3 General Terms and Conditions included with this Invitation for Bids and, further, that the bidder’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the bidder’s firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Invitation for Bids and any resulting contract with the City.

2.9. Exceptions

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder’s bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder’s bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder’s willingness to comply with all requirements of all parts of the Invitation for Bids.

2.10. Incorporation of Policies and Procedures

This solicitation is subject to the provisions of the Chapter 21 of the Code of the City of Richmond, the Department of Procurement Services Policies and Procedures and any revisions thereof, all of which are hereby incorporated into this solicitation by reference. Copies of these documents may be viewed at the City's website (www.rva.gov).

2.11. Licenses, 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 Richmond or the Commonwealth of Virginia.

2.12. Minority Business Enterprise / Emerging Small Business Participation

The City has a commitment to the development of its minority and emerging small business communities. The City therefore encourages the use of minority business enterprises and emerging small businesses on all City contracts to the fullest extent reasonably possible. Part 1 "Specifications" of this Invitation for Bids identifies the minority business enterprise and emerging small business participation goal for the scope of work covered by this solicitation. The City's Office of Minority Business Development is available at 804-646-6417 as a resource in identifying local MBEs and ESBs. Bidders' assistance in helping the City achieve its priorities is greatly appreciated.

2.13. Withdrawal of Bids

A. CONDITIONS FOR WITHDRAWAL

1. BEFORE DEADLINE FOR RECEIPT

A bidder may withdraw the bidder's bid before the deadline fixed in this Invitation for Bids for the receipt of bids by submitting a written notice to the person identified on the cover sheet of the Invitation for Bids as the preparer of the Invitation for Bids. The written notice must be signed by the person who signed the bid, provided that another person may sign the written notice instead if a valid power of attorney authorizing such other person to sign on behalf of the person who signed the bid is attached to the written notice.

2. AFTER DEADLINE FOR RECEIPT

Pursuant to section 21-53(d) of the Code of the City of Richmond, a bidder may withdraw the bidder's bid after the deadline fixed in this Invitation for Bids for the receipt of bids only for the reasons set forth in subsections (a) and (b) of section 21-53 of the Code of the City of Richmond and the provisions of **this section 2.13**.

B. PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE

1. Bids will be opened on the date and at the time fixed in the Invitation for Bids, as amended by any addendum. Bids are usually opened at the time of the deadline for the receipt of bids fixed in the Invitation for Bids, as amended by any addendum.
2. The bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure and shall submit the bidder's original work papers, documents and materials used in the preparation of the bid with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in **this section 2.13**. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered

- trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.
3. The failure of a bidder to submit the bidder's original work papers, documents and materials used in the preparation of the bidder's bid at or prior to the time fixed for the opening of bids constitutes a waiver by the bidder of the bidder's right to withdraw the bidder's bid due to an error or mistake.
 4. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 5. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this **section 2.13**, the lowest remaining bid shall be deemed to be the low bid.
 6. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the City in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.
 7. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director's decision regarding the bidder's request to withdraw the bidder's bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of **this section 2.13**, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

C. CONSEQUENCE IF BID NOT WITHDRAWN

1. If the bidder does not withdraw the bidder's bid as provided in **this section 2.13**, or if the bidder is not permitted to withdraw the bidder's bid as described in **section 2.13 B ("PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE")**, the City shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder's bid or offer.

[2.14. Non-Discrimination](#)

The City does not discriminate against faith-based organizations. By signing its bid, the bidder, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

2.15. Oral Explanations or Interpretations

- A. All inquiries requesting clarification of this Invitation for Bids should be made through OpenGov no later than ten business days prior to the closing date identified on the cover page of this solicitation. Because each bidder may have different needs for information, that bidder must make whatever inquiries it deems necessary in order to respond to the Invitation for Bids. Inquiries that the Procurement Analyst determines to be pertinent to all solicited bidders will be answered by addenda to all solicited bidders.
- B. No oral explanation in regard to the meaning of this Invitation for Bids will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Invitation for Bids that is pertinent to all solicited bidders will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each bidder known to have received the Invitation for Bids. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of bids.
- C. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Invitation for Bids documents. All persons receiving Invitation for Bids documents issued by the City will be provided copies of addenda. If a bidder fails to acknowledge any addendum that (i) has a material effect on the bid (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that bidder's bid incomplete, and the bid thus may be rejected as non-responsive. The bidder shall acknowledge receipt of all addenda as part of its bid and on the form provided for that purpose by the City. The bidder shall be solely responsible for verifying the existence of all addenda items.
- D. Any contact with any City representative concerning this Invitation for Bids other than that outlined in subsection (A) of this section is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.
- E. The Specifications and the General Terms and Conditions attached to this Invitation for Bids are hereby expressly made a part of and incorporated into this Invitation for Bids. The Specifications and the General Terms and Conditions shall be a part of any contract that results from this Invitation for Bids. This Invitation for Bids also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Invitation for Bids.

2.16. Notice of Award

A contract is awarded only when the Director of Procurement Services or designee signs the contract. The Contracting Officer may provide notice of the City's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the bidder named in the

notice ten calendar days after the notice is posted. Bidders are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.

2.17. Public Inspection of Records

- A. All proceedings, records, contracts and other public records relating to the procurement transaction that this solicitation concerns 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.
- B. 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 that 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.
- C. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), 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, provided that the bidder (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.
- D. Budgets and price quotations are considered public information in bids submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” may render the bid non-responsive. Classifying aspects of the bid that are not trade secrets or proprietary may render the bid non-responsive.
- E. All bids submitted under this solicitation will become the property of the City and will not be returned.

2.18. Samples

Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder’s expense.

2.19. Separate Invitations

Bid responses for separate bid invitations shall not be combined on the same submission. At its option, the City may decline to consider such bids.

2.20. State Corporation Commission Form

- A. State law requires most business entities to register with the Commonwealth of Virginia’s State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to

lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

- B. Each bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder 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 of the Code of Virginia, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. Each bidder shall indicate the above information on the State Corporation Commission Form included with the Invitation for Bids.
- C. By signing its bid in response to this Invitation for Bids, the bidder represents and warrants that all information the bidder submits on its completed State Corporation Commission Form is true and complete at the time the bidder submits its bid and will remain true and complete throughout the duration of any contract between the City and the bidder that results from this Invitation for Bids. The bidder agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the bidder's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the bidder as demonstrating compliance.

2.21. Submission of Bids

- A. Bids shall be submitted electronically through the City's e-Procurement Portal, OpenGov, located at <https://procurement.opengov.com/portal/rva>.
- B. To be considered, a bid must be submitted through the City's e-Procurement Portal, OpenGov, on or before the time and date set forth on OpenGov for this Invitation for Bids. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. The City will not accept a bid that is late, regardless of any technical difficulties. Bidders submitting proposals should allow sufficient time for submission through OpenGov. The bidder shall not make any other distribution of bids. However, materials or information received from a prospective contractor as result of a request by the Contracting Officer shall not be considered a violation of this section.
- C. Bids containing any conditions, omissions, unexplained deletions or alterations, or items not called for on the bid sheet may be rejected by the City as being incomplete or non-responsive.

2.22. Unit Pricing

Unless lump sum price is specifically requested, unit and extended prices should be given. Failure to do so may cause the bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

2.23. Use of Brand Names

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the bidder proposes an equal of the brand or trade name referred to, the bidder must furnish full particulars. If no mention is made of any exceptions, it is assumed that the bidder is bidding on the article mentioned and not an approved equal, and the bidder will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

3. GENERAL TERMS AND CONDITIONS

3.1. Duration of Contract

3.1.1. Commencement and Expiration

This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire two (2) year later, unless terminated earlier in accordance with the provisions of this Contract.

3.1.2. Extension of Contract

The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's renewal clause as set forth in this Contract. This provision in no way affects or alters the City's ability to renew the Contract consistent with the renewal option clause. If it is then decided to renew the resulting Contract, the renewal date will commence on the day following the last day of the contract extension.

3.1.3. Renewal

The City may, at its sole option, renew this Contract for up to 2 two-year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

3.2. Contractor Responsibilities

3.2.1. Independent Contractor

The Contractor shall provide the services required under this Contract as an independent contractor.

3.2.2. Advertising

The Contractor shall not use any indication of its services to the City for commercial or advertising purposes without the prior written consent of the Director of Procurement Services.

3.2.3. Anti-Kickback Provision

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from

the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2.4. Century Compliance

The Contractor warrants that the hardware, software and firmware products, provided for the City's use or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

3.2.5. Compliance with Laws

The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

3.2.6. Contractor Misrepresentation

- A. **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.
- B. **MBE/ESB Participation.** By issuing the Invitation for Bids, the City intends that MBE / ESB participation proposed as part of any bid in response hereto be binding on the Contractor. Consequently, if the Contractor falsely represents proposed MBE/ESB participation, or fails to comply with proposed participation, the Contractor may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

3.2.7. Drug-Free Workplace

- A. **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.
- B. **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of **section 3.2.7 A ("Policy")** above.

3.2.8. Human Rights

- A. **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- B. The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:
 - 1. “It shall be an unlawful employment practice for an employer:
 - a. to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or
 - b. to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”
 - 2. By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.
- C. **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state 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.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

3.2.9. Intellectual Property

The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

3.2.10. Personnel

The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

3.2.11. Property of Work

- A. **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.
- B. **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.3. Payment

3.3.1. Basis

The City shall pay the Contractor for all goods delivered and services performed under this Contract by the pricing provisions set forth in the Bid.

3.3.2. Deliveries

All deliveries shall be F.O.B. destination to the destination specified on the Bid Form. All bid prices are for F.O.B. destination and include only the actual freight rate costs at the lowest and best rate, based upon the actual weight of goods to be shipped. The required time for delivery will be as stated on the Bid Form unless the Contractor proposes a time for delivery that the City deems to be more favorable to the City than the required time for delivery stated on the Bid Form, in which case the Contractor's proposed time for delivery will govern. The required time for delivery is stated either as a fixed date by which the Contractor must make delivery or as a number of calendar days following the City's issuance of a purchase order within which the Contractor must make delivery.

3.3.3. Terms

The City's payment terms are Net 45 unless the bidder proposes payment terms that the City deems to be more favorable to the City than Net 45 by uploading such payment terms through OpenGov. Time allowed for cash discounts will be computed from the date of the City's receipt of a proper invoice or the date of delivery to the City of the items invoiced, whichever is later.

3.3.4. Subject-to-Appropriations

All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

3.3.5. When City Obligated to Pay

The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.3.6. Offset Clause

Pursuant to the Richmond City Charter, 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 due the City from such person, firm or corporation shall first have been settled and adjusted.

3.3.7. Taxes

All bids shall be submitted exclusive of direct Federal, State and Local Taxes. The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption and will furnish its tax exemption certificate upon request. However, if the bidder believes that certain taxes are properly payable by the City, it may list such taxes separately in each case directly below the respective item bid price.

3.3.8. Invoices

The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@rva.gov or
City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

3.3.9. MBE/ESB Participation—Reporting Requirement

In cases where the Contractor uses a MBE or ESB subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such MBE or ESB subcontractor or vendor performed on the MBE-3 form available on the City's website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to MBE or ESB subcontractors or contractors.

3.3.10. Payment by ACH

The Contractor agrees that the City may make all payments to the Contractor, at the City's option, of any or all amounts due under this Contract through the Automated Clearing House network.

3.3.11. Payments by Contractor

The Contractor shall take one of the following actions within seven calendar days after receipt of amounts paid to the Contractor by the City for goods delivered or work performed under the Contract:

- A. Pay each subcontractor or supplier for the proportionate share of the total payment received from the City attributable to the goods delivered or work performed by the subcontractor or supplier under the Contract; or
- B. Notify the subcontractor or supplier, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's or supplier's payment with the reason for nonpayment.

The Contractor shall include in each of the Contractor's subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

3.4. Indemnification and Insurance

3.4.1. Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor 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 the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

3.4.2. Insurance

The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

- A. **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.

B. Policy Requirements. All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

1. Subrogation against the City shall be waived.
2. The City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation and Professional Liability.
3. Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.
4. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.
5. No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.
6. All Certificates of Insurance shall show the Certificate Holder as:City of Richmond
C/O myCOI
P.O. Box #501970
8710 Bash Street
Indianapolis, IN 46256

C. Evidence to Be Furnished.

1. **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement naming the City and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this **section 3.4.2 ("Insurance")**. The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefore.
2. **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. All certificates of insurance shall show the City's Contract Number.
3. **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this **section 3.4.2 ("Insurance")** unless requested at any time by the City's Director of Procurement Services.

D. Schedule of Coverage. The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this **section 3.4.2 ("Insurance")**:

1. Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.

2. Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
3. Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
4. Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim.

3.5. Assignment, Delegation and Subcontracting

3.5.1. By City

The City may assign its rights or delegate its duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

3.5.2. By Contractor

The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.

3.5.3. Subcontracting

This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.

3.6. Remedies and Termination

3.6.1. Default

In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

3.6.2. Termination with Cause

- A. **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- B. **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during

this seven calendar day period, then the City's notice of termination with cause shall be deemed null and void.

- C. **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

3.6.3. Termination without Cause

- A. **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- B. **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

3.6.4. Termination by Contractor

- A. **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- B. **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.
- C. **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

3.6.5. Waiver

The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

3.7. Dispute Resolution

3.7.1. Governing Law

All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract,

shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

3.7.2. Construction and Interpretation

Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

3.7.3. Contractual Claims

- A. **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Director of Procurement Services no later than 60 calendar days after final payment. (See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).)
- B. **Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.
- C. **Procedures and Time Limit.** The procedures set forth in this **section 3.7.3** ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (See City Code § 21-167(b); see also Va. Code § 2.2-4363(B).)
- D. **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (See City Code § 21-167(c); see also Va. Code § 2.2-4363(D).)
- E. **Finality of Decision.** The decision of the Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals

or, in the alternative, by instituting legal action as provided in City Code § 21-169. (See City Code § 21-167(d); see also Va. Code § 2.2-4363(E).)

- F. **No Cessation of Performance.** Nothing in this **section 3.7.3** (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (See City Code § 21-167(e).)

3.7.4. Alternative Dispute Resolution

The Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (See City Code § 21-170; see also Va. Code § 2.2-4366.)

3.7.5. Forum and Venue Choice

Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

3.8. Miscellaneous Provisions

3.8.1. Audit

The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision for a period of not less than five years after the expiration or earlier termination of this Contract locally or in a manner deliverable at the Contractor’s expense to a location in the metropolitan Richmond area.

3.8.2. Captions

This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

3.8.3. Force Majeure

If either party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

3.8.4. Merger/Entire Agreement

This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Contractor and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the City regarding this Contract's subject matter shall be of any effect.

3.8.5. Modification

This Contract shall not be amended, modified, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the Contractor and the City in accordance with the City's Purchasing Policies and Procedures.

3.8.6. No Third-Party Beneficiaries

Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

3.8.7. Notices

- A. **In General.** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.
- B. **Address.** All notices to the City shall clearly indicate the City's Contract Number and shall be directed to:

Director of Procurement Services
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's bid.

4. SPECIAL TERMS AND CONDITIONS

4.1. Cooperative Procurement

4.1.1. Cooperative Procurement.

- A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.
- B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent's response to the solicitation.
- C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.
- D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.
- E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.
- F. The Contractor shall furnish the City with semiannual reports identifying all other public bodies which used this Contract within the six months preceding the report, the quantities purchased from the Contractor by each, and the dollar amounts paid to the Contractor by each.

4.2. Additional Special Terms and Conditions

4.2.1. Price Escalation/De-Escalation

Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices Consumer Price Index – All Urban Consumers; Not Seasonally Adjusted; Area – U.S. City Average; Item – Commodities. Price increases will be authorized only once for 365 calendar days after the effective date of the contract. Price escalation may be permitted only once every 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the

end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the City; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The Department of Procurement Services will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Department of Procurement Services.

5. FORMS AND ATTACHMENTS

5.1. Vendor Questionnaire

*1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this legally binding response on behalf of my company.**

☐ Please confirm

*Response required

*2. Acknowledgment of Addenda**

We acknowledge that we have received, reviewed and attached all Addenda in our submission.

☐ Please confirm

*Response required

*3. Primary Contact**

Please provide the following information for the main contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

*Response required

4. Secondary Contact - OPTIONAL

Please provide the following information for the secondary contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

*5. Signature Sheet**

Please upload your completed signature sheet.

*Response required

6. *State Corporation Commission Form**

Please upload your completed State Corporation Commission Form.

*Response required

7. *Consent to Accept Electronic Signatures**

Please upload your completed Consent to Accept Electronic Signatures.

*Response required

8. *Bid Submittals and Equipment List*

Please upload any and all required forms listed in the solicitation and the corresponding attachments.

9. *Debarment Certification**

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids, nor are they an agent of any person or entity that is now so debarred.

https://logi.cgieva.com/External/rdPage.aspx?rdReport=Public.Reports.Report9020_Data

☐ Please confirm

*Response required

10. *Authorization to Transact Business in Virginia**

Please provide your State Corporation Commission (SCC) Identification Number. If the Firm/Company is not required to have/maintain registration, please provide the reason. If the Firm/Company is in the process of registering with the SCC, please state so.

For more information on registration and requirements, please visit <https://www.scc.virginia.gov/>.

*Response required

11. *Proprietary Information**

Trade Secrets or Proprietary information submitted by an Offeror or a Bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or bidder or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Price quotations in proposals or bids submitted to the City are not “proprietary” or “confidential”. They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public. Please clearly list out exactly what sections of your submittal are proprietary. Do Not Mark the Whole Submission Proprietary (bid/proposal).

☐ No, the proposal does not contain any trade secrets and/or proprietary information.

☐ Yes, the proposal does contain trade secrets and/or proprietary information.

*Response required