



## INVITATION FOR BID

### GRASS CUTTING SERVICES- RECREATION/PARKS

CITY OF HOPEWELL

BID: #12-16

DATE: April 22, 2016

Sealed Bids, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not later than 11:00 a.m. **THURSDAY, June 2, 2016** and then publicly opened in the Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia on the aforementioned date and time for furnishing the solicited supplies or services.

1. All bids must be submitted in a sealed envelope.
2. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

**Office of the City Clerk  
Second Floor  
Municipal Building  
300 North Main Street  
Hopewell, Virginia 23860  
Closing Date of Bid: June 2, 2016  
Commodity Name: Grass Cutting Services-Recreation/Parks  
Bid # 12-16**

FOR YOUR BID TO BE CONSIDERED, IT MUST BE SUBMITTED ON THIS INVITATION FOR BID IN THE PLACES PROVIDED. BIDDERS SHALL SIGN THIS FORM WITHOUT DETACHING FROM REST OF BID AND MUST RETURN BID IN ITS ENTIRETY.

**ANY BID RECEIVED AFTER THE ANNOUNCED TIME AND DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

The right is reserved to reject any or all Bids submitted and also to place the order where it appears it will be to the best interest of the city. All quoted prices shall be FOB locations.

If you desire not to bid on this invitation, please forward your acknowledgement of NO BID.

Period of contract shall run from July 1, 2016 through June 30, 2019.

The right is reserved to extend this contract, for two one year terms, to be mutually negotiated at a reasonable time prior to the expiration date; same to be agreeable to both buyer and seller.

All bid quotations are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

Quantities indicated herein are estimates of anticipated usage. It is understood and agreed to between the parties of a resulting contract that the City may increase or decrease quantities at the quoted price. Furthermore, it is agreed to between the parties of a resulting contract that the City shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered.

The City reserves the right to be sole judge and to make the award in accordance with its own judgement as to what will best meet its requirements and be in the best interest of the City. The City reserves the right to reject any or all bids, to waive all informalities, and to reject any or all items of any bid.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the Bidder and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

**WITHDRAWAL OF BID:** No bid may be withdrawn for a period of ninety (90) days from the date of bid opening unless the bidder has made a clerical error. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers substantiating the error with such notice.

Bidding and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 1, 2005, as amended; a copy of which is available on the City Attorney's website ([www.hopewellva.net](http://www.hopewellva.net)) under the tab CODE, Hopewell city code. Click Chapter 2A-Procurement to view the Procurement Ordinance.



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April L. Cone,  
Purchasing Officer

Please return the bids to the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):*

**Office of the City Clerk  
Second Floor  
Municipal Building  
300 North Main Street  
Hopewell, Virginia 23860  
Closing Date of Bid: June 2, 2016  
Commodity Name: Grass Cutting Services-Recreation/Parks  
Bid # 12-16**

In compliance with Invitation for Bid # 12-16 and subject to all conditions thereof and attached thereto, the undersigned offers and agrees if the Bid price and conditions will be accepted within ninety (90) calendar days from the date of opening to evaluate, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

NAME OF ORGANIZATION	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP CODE	EMAIL ADDRESS
NAME (TYPE OR PRINT)	OFFICIAL TITLE
SIGNATURE	DATE
STATE CORPORATION COMMISSION ID#	IRS I.D. #

## **Purpose**

The City of Hopewell is seeking bids for grass cutting, trimming, and edging of selected sites.

## **Scope of Work**

All equipment and labor is to be furnished by the contractor. Equipment will be maintained with manufactured safety devices. Tractors (farm type) will be equipped with roll bars, slow moving signs, and flashing lights if operated after dark. The contractor is responsible for posting signs at the worksite or at the beginning and ending of public right of ways.

All trash and debris shall be removed prior to and after mowing operation by the awarded contractor and disposed of at his expense.

Safety protection of the contractor's employees is required for head (hard hat), eyes (goggles), and feet (steel toe shoes) at all times during operation. Safety vests must be worn while working on or near public right of ways. Shorts and bare chests will not be allowed.

The contractor must provide evidence of Insurance coverage if awarded the contract, for General Liability, Comprehensive, Bodily Injury and Property Damage combined in the amount of \$1,000,000. Workers' compensation insurance as required by Federal, State, and Municipal Laws for the protection of contractor's employees working on or in connection with the project, with employers liability limit of \$500,000. The contractor is responsible for any damages to City properties, trees, shrubs, buildings, sidewalks, playground equipment, etc. in the operation of this contract.

Herbicide may be permitted for certain areas with the Contract Administrators approval. Material safety data sheets must be provided to the Contract Administrator prior to application.

Clean-up shall be accomplished prior to completion of the day's work and shall include cleaning walks, drives, curbs, plant beds, and any other areas affected by the contractor's operations. All collected trash, debris, and leaves shall be disposed of in designated areas or shall be removed from City property and disposed of in a legal manner.

Work under this contract shall not be allowed on Sunday without approval of the Contract Administrators.

**The actual number of cuts could vary depending on the weather conditions during the growing season and/or due to a shortage or savings of funds. The Director of Recreation will determine when cutting is required and that decision is solely up to the Director's discretion. At any time the Director sees fit to change from a weekly cutting schedule to a different schedule, such as once every two weeks, the Director is authorized as such. The price paid by the City per cutting will be the unit price given in this bid document. The City will not pay an extra per cutting unit price due to taller grass resulting from a once per two week schedule versus a once per week schedule.**

## **Recreation/Parks Department Specifications**

Grass shall be cut to no less than 2 to 3” in height when mowed and shall be cut upon demand of the contract administrator. All areas specified for cutting shall include all necessary edging, and trimming as required, **including curb, gutters, sidewalks, railroad ties and playground borders. Edging shall be performed on all sidewalks in conjunction with mowing.**

All areas listed to be bid on a “per cut” basis.

Under normal circumstances, a cutting cycle should be nine (9) calendar days. However, drought or other weather factors as well as budgetary constraints could lengthen or shorten this cycle. **The City of Hopewell has the right to determine when each area needs to be cut.**

No work will be allowed before 6:00 am or after 7:00 pm or during summer playground schedules, ball games, or practices.

For all work performed under this contract, the contractor must insure the safety of any/all citizens who may be on such playgrounds, parks, ball fields, and those citizens in the vicinity. The contractor will be responsible for displaying signs posting “Area Closed for Mowing Operation”. Contractor will be expected to cooperate with the staff of the Recreation Department and the citizens who may be visiting an area with regards to scheduling work so as to meet the needs and requirements of the Recreation Department.

No work will be allowed on ball fields during scheduled games and tournaments. A copy of scheduled softball/baseball tournaments is available upon request.

All work under this contract shall be completed in a neatly trimmed and uniform manner. Each area must be totally completed at the time of cutting – including edging and trimming.

Applying herbicide (Round-up) around ball field fences, playground structures, under bleachers, etc. may be performed by the contractor but only with approval of the Recreation Department’s contract administrator and only with Round-up or comparable product. Contractor is to provide Material Safety Data sheets. Areas sprayed must be confined to an area not wider than the width of the fence (3”- 4”). Unsightly leached areas will be repaired at contractor’s expense.

“Flail” mowers will not be allowed. Rotary type finishing mowers are recommended. Bush hogging allowed on low maintenance areas as specified. Tractors/Mowers are to be equipped with turf-type tires.

**A mulching mower must be used on all ball fields and alternating the direction of the cut is required.**

Contractor will cooperate with staff at the Hopewell Community Center so as not to conflict with patrons coming and going.

All clippings around the Hopewell Community Center will be bagged and removed (excluding rear of building). Grass clippings will not be blown on parked cars, the tennis court, or the skate park area. **Grass clippings must be removed and disposed of properly in areas where grass cutting results in unsightly clippings.**

The recommended time to cut the Hopewell Community Center is after 1:00 pm; because of low traffic flow by patrons.

Contractor must provide a cell phone contact number for daily communications.

Work to be completed Tuesday and Wednesday. Due to weather conditions work may have to be scheduled on Mondays or Thursdays and even on Friday or Saturday (under extreme cases) but only after conversing with and receiving approval by the Contract Administrator. No cutting on Sundays.

Contract Administrator: Recreation Maintenance Manager, Steve Howard  
804-541-2356

Please list all equipment to be used to satisfy this part of the contract:

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Please provide a minimum of three references below:

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BID SHEET FOR RECREATION/PARKS

Per cut price per specifications for each area to be placed under contract:

Area 1	Atwater Park – south-side of creek, pavilion area, and entrance	\$ _____
Area 1a	Atwater Park - north side, bush-hogged 2 times per year	\$ _____
Area 1b	Atwater Soccer Complex, including the 3 soccer fields, around parking lot, restroom building, and area along Cabin Creek Trail to creek	\$ _____
Area 1c	Atwater “Point” (1 <sup>st</sup> ) Soccer Field	\$ _____
Area 2	Mathis Park - including 4 ball fields, areas behind playground equipment and concession stand/restrooms, all sides of parking lot, entrance way, slope from upper parking lot, open areas. A 3’ walkway behind all outfield fences to be kept trimmed.	\$ _____
Area 2a	Mathis Roadway to upper parking lot – including area between road and outfield fence, 3 ft. along outside of roadway, and around upper parking lot cut/trimmed 1x every 2 mos.	\$ _____
Area 3	Arlington Playground	\$ _____
Area 4	Westwood Park – playground and ball field	\$ _____
Area 5	City Point Playground	\$ _____
Area 6	3 ½ Street Playground	\$ _____
Area 7	Riverside Park including cemetery wall	\$ _____
Area 7a	Riverside Park – area behind rear parking lot, past tennis court to be bush hogged 2 – 3 times per year.	\$ _____
Area 8	Union Hall Ball field	\$ _____
Area 9	King Court Playground	\$ _____
Area 10	Davisville Ball field & Basketball Courts	\$ _____
Area 11	Hopewell Community Center – front, sides, and rear	\$ _____
Area 11a	Hopewell Skateboard Park	\$ _____
Area 12	Carter G Woodson Softball Complex – a 3’ walkway behind outfield fence kept trimmed-only cut between months of May-August	\$ _____
Area 13	Union Fort	\$ _____

Area 13a	Union Fort Earthworks, Trenches, Mounds – cut 1x every other month	\$ _____
Area 14	Riverside Harbor Playground	\$ _____
Area 15	Woodlawn	\$ _____
Area 16	200 Buren Street	\$ _____
Area 17	Crystal Lake Park	\$ _____
Area 18	Hopewell City Marina	\$ _____
	Total	\$ _____

Softball/Baseball schedules are available.

Individual invoices for each week listing each site completed must be turned in to the Contract Administrator for payment. Invoices shall list each site, showing the cost and date each site was cut. Recreation Department may pick or choose which site to place under contract according to budgetary restraints.

The Recreation facility may terminate the contract in whole or in part whenever Recreation determines such termination is in the best interest of the facility. The contractor has 24 hours to correct deficiencies or payment may be withheld for the unsatisfactory area. The contract administrator is solely responsible for determining compliance with contract specifications. The contract may be revoked for unsatisfactory performance as determined by the contract administrator. Contractor will be given 10 days written notice to improve performance before termination. The contract may be terminated without notice after two 10 day notices are given in one season or 4 notices during the life of the contract.

**VIRGINIA STATE CORPORATION COMMISSION FORM:**

**The bidder shall submit the State Corporation Commission Form (located on page 9) with their bid. If bid submission does not include this form, the bid will be considered non-responsive.**

**All questions pertaining to this bid must be received in writing and sent to April L. Cone, Purchasing Officer, at [acone@hopewellva.gov](mailto:acone@hopewellva.gov). The deadline for questions is May 6, 2016. Responses to questions will be issued via an addendum after May 13, 2016.**

## State Corporation Commission Form

**Virginia State Corporation Commission (“SCC”) registration information:**

**The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out- of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
Print

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

**Name of Firm:** \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a City business license, if required, before work is performed.
- B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will 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 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 non-discrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
4. To provide a drug-free workplace for the contractor's employees.
5. To post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for

violations of such prohibition.

6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

- C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct federal, state, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.
- D. **INDEMNITY:** All contractors agree to defend, indemnify and hold harmless, the City and its council, officers, employees, agents, and other representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney’s fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise.  
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at any site and, in order to effect this limitation of liability, each contractor will agree to insure or self-insure such property against any such risk.
- E. **SALES TAXES:** The City is exempt from payment of state sales and use tax on all tangible personal property purchased or leased for the City’s use or consumption and a certificate of exemption will be furnished upon request.
- F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this invitation for bid/proposal or be subject to being declared unresponsive. If unable to submit a bid/proposal, please sign and return this solicitation form, advising reason for no bid/proposal.
- G. **CONTRACTOR’S DEFAULT:** In case of default of a contractor, the City may procure the articles or service from other sources and hold the contractor responsible for any excess cost incurred.

- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that the bidders/offerors have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this bid/proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify the City at once, indicating in writing the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City, the contractor will certify that the contractor does not, and shall not during the performance of the contract for goods and services in or for the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- M. **ANTITRUST:** By entering into a contract, the contractor will convey, sell, assign, and transfer to the City all rights, title and interest in and to all causes of action they may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.
- N. **PAYMENT:** Payment by the City is due thirty days (30) after delivery is made to the City and inspected unless otherwise specifically provided: subject to any discounts allowed.

**To Prime Contractor:**

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for

individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

**Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

- O. **PRECEDENCE OF TERMS:** Paragraphs A-N of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- P. **TESTING AND INSPECTION**: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.

- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- T. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, limited partnership, or other entity, 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 pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- U. **INSURANCE:** All contractors shall secure and maintain in force, at their own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against, the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under the contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage or claims in connection with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the Virginia. Certificates of insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the City's purchasing agent, bidders/offers may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damages upon the bidder's/offers' failure to execute a contract awarded or upon the bidder's/offers' failure to furnish any required performance or payment bonds in connection with a contract awarded.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price will be required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting

from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to financial solvency or for any other cause whatever.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$500,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.
6. The contractor shall require each subcontractor to carry Workers' Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the contract specifications.

The contractor shall execute and deliver to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

**SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from a bid/proposal, no indication of such sales or services to the City will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City or any department or institution of the City has purchased or used the products or services.

- B. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD OF CONTRACT**: Any award will be made to the lowest responsive and responsible bidder/offeror. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to reject any and all bids/proposals in whole or in part, to waive any informality, and to delete items prior to making an award.
- D. **BID/PROPOSAL ACCEPTANCE PERIOD**: Any bid/proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **CANCELLATION OF CONTRACT**: The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **EXTRA CHARGES NOT ALLOWED**: The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING**: Where it is practicable for any portion of an awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the City. When such business has been subcontracted to minority or women-owned businesses, upon completion of the contract the contractor agrees to furnish the City the following information: name of business, address, phone number, total dollar amount subcontracted and type of product/service provided.
- H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS**: Bids/proposals must give the full business address of the bidder/offeror and be signed by the bidder's/offeror's authorized signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the

state in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City or other entity, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

- I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual who is authorized on the face of the bid. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, email, or otherwise, must be signed by the person making the modification or withdrawal.
- J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that the bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place advertised, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open bids/proposals, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.
- K. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the City reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the City's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted to and by the agency for the contract prior to the issuance of the written solicitation. Negotiations with the low bidder/offeror may include both modifications of the bid price and the scope of work/specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder/offeror that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder/offeror.