



REQUEST FOR QUOTATION
RFQ: #22-050-9239

ISSUE DATE: JULY 22, 2021

TITLE: Kennel Supplies for Animal Shelter

COMMODITY CODE: 640-26 & 080-75

CONTRACT NUMBER _____

EFFECTIVE DATE _____

ISSUED BY:
City of Chesapeake
Purchasing Division
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

USING DEPARTMENT:
City Of Chesapeake
Police Department – Animal Services
2100 S. Military Highway
Chesapeake, Virginia 23320

Contract Term: Three (3) years from the date of execution, with two (2), one (1) year renewal option, upon the mutual written agreement of the parties.

THE CITY OF CHESAPEAKE, VIRGINIA WILL RECEIVE QUOTES FOR THE ABOVE NAMED PROJECT UNTIL **11:00 AM EST ON , JULY 29, 2021** AT THE OFFICE OF THE PROCUREMENT ADMINISTRATOR IN THE PURCHASING DEPARTMENT, 5TH FLOOR, CITY HALL BUILDING, 306 CEDAR ROAD, CHESAPEAKE, VIRGINIA, 23322. ANY QUOTES RECEIVED AFTER THE SPECIFIED TIME AND DATE WILL NOT BE CONSIDERED. Bidders shall return **ONE (1) ORIGINAL OF THE ENTIRE SIGNED COMPLETED QUOTATION.**

ALL INQUIRIES FOR INFORMATION SHOULD BE DIRECTED TO WILLIAM H. CARTWRIGHT, PROCUREMENT SPECIALIST II, PHONE: (757) 382-6359, FAX: (757) 382-6900; All questions must be submitted via email to whcartwright@cityofchesapeake.net, before **3:00 PM** on **JULY 26, 2021.**

Bid Documents may be examined at the **Purchasing Division, City Hall, 306 Cedar Road, 5th Floor, Chesapeake, VA.** Electronic copies of bid documents in PDF format are available for download on the Commonwealth of Virginias Procurement Portals website at <https://eva.virginia.gov/>. **It shall be the responsibility of the prospective bidder to monitor the above e-procurement site for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the City along with the signed bid.**

IF QUOTES ARE MAILED, SEND DIRECTLY TO THE PURCHASING DIVISION AT THE ADDRESS SHOWN ABOVE. IF HAND DELIVERED, DELIVER DIRECTLY TO THE PURCHASING DIVISION, located on the 5th Floor of Chesapeake City Hall, located at 306 Cedar Road, Chesapeake, VA. Please note that access to the 5th Floor of City Hall is restricted, please see the Information Desk on the 1st Floor for access. Bidders' should plan accordingly to ensure their bid arrives prior to the due date and time. IF FAXED, FAX TO 757-382-6900. IF EMAILED, EMAIL TO whcartwright@cityofchesapeake.net. Please note, all mail (USPS) is sorted in the City's Mail Room prior to distribution.

IMPORTANT: BIDDERS MUST RETURN THE ENTIRE RFQ WHEN SUBMITTING THEIR QUOTATION. ANY MODIFICATION TO THE SPECIFICATIONS OF THIS SOLICITATION MAY RENDER THE SUBMITTED QUOTATION NON-RESPONSIVE.

THIS SECTION IS TO BE COMPLETED BY OFFEROR'S AUTHORIZED REPRESENTATIVE.

Name and Address of Firm:

_____ Date: _____

_____ By: _____

(Signature In Ink)

_____ Zip Code: _____ Name: _____

(Please Print)

Check All That Apply: DMBE Certified Business Title: _____

Small Women-Owned Minority-Owned Other: _____ DMBE # _____

Email: _____ Website: _____

FEI/FINT NO: _____ Phone: _____ Fax: _____

ACCEPTANCE BY THE CITY OF CHESAPEAKE:

NAME: Anthony E. Cannon

SIGNATURE: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE: Procurement Administrator

DATE: _____

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ATTACHMENT B

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APPENDIX A

Section I - Required General Terms and Conditions

Section II - Special Terms and Conditions

****THIS ATTACHMENT MUST BE FULLY EXECUTED AND SUBMITTED WITH THE BID. IF NOT SUBMITTED WITH THE BID, YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.**

The City of Chesapeake does not discriminate against faith based organizations in accordance with Code of Virginia Section 2.2-4343.1 or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment.

I. **PURPOSE**: The City of Chesapeake is soliciting quotations from qualified vendors to provide disposal trays of various sizes, disposable litter trays, one-piece cardboard carriers, metal rabies tags, and other related items or accessories for Chesapeake Animal Services.

II. **SCOPE OF WORK**: The Contractor shall furnish the following as requested by the City:

A. All items furnished under this contract shall be new (no used parts or equipment will accepted).

B. All items shall conform to the best practice known to the trade in design, quality of material and workmanship.

C. All goods ordered under the resulting contract will be ordered on an as needed basis due to the limited amount of storage space.

D. Goods:

1. Disposable food service trays capable of holding one (1) pound, packaged in cases of 1,000.

2. Disposable mini-liter trays, with dimensions of 11"L x 8"W x 2"D, with a white laminated interior, packaged in cases of 100.

3. One- piece cardboard pet carriers, with outside dimensions of 17.5"L x 8.5"W x 12.25"H, packaged in cases of 40.

4. Rabies tags shall be heart shaped style animal tags, to include O rings for attaching to animal collars. Tags will be engraved with five (5) lines of script. The tag color and number sequence will be determined each year by Chesapeake Animal Services at the time of order. Engraving will be as follows:

a. Line 1: Chesapeake

b. Line 2: Animal SVC

c. Line 3: (757) 382-8081

d. Line 4: Rabies Tag

e. Line 5: the tag number, ex. 1317. All tag numbers will run consecutively.

E. Delivery:

1. Delivery is to be coordinated with, Tracy Stevens 757-382-8094 with Chesapeake Animal Services, with a minimum twenty-four (24) hours' notice. Deliveries will be made to Chesapeake Animal Services located at 2100 S. Military Hwy, Chesapeake, VA 23320 during normal business hours, Normal business hours are Monday through Friday 8 AM-5 PM. All items shall be delivered within 10 days from order to delivery. Items shall be delivered in the packaged quantities shown on the bid pricing schedule, unless otherwise approved by Chesapeake Animal Services.

III. **BID SUBMISSION INSTRUCTIONS:**

A. To be considered for selection, unsealed bids must be received in the City's Purchasing Division by the designated date and hour. Unsealed bids received in the Purchasing Division after the date and hour designated will be disqualified and will not be considered. The City is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers, or glitches with electronic delivery. It is the sole responsibility of the bidder to insure that its bid reaches the Purchasing Division by the designated date and hour. Receipt of bids scheduled during a period of suspended City business operations will be rescheduled for processing at the same time on the next business day.

B. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	July 29, 2021	11:00 AM
Name of Bidder/Offeror	Due Date	Time
_____	22-050-9239	
Street or Box Number	RFQ No.	
_____	Kennel Supplies for Animal Shelter	
	RFQ Title	
City, State, Zip Code		
Name of Procurement Specialist _____	William "Bud" Cartwright	

The envelope should be addressed as directed on Page 1 of the solicitation.





Bids may be hand delivered, faxed or emailed to the Purchasing Division as listed on the cover sheet. No other correspondence other than issued addendums or other bids should be placed in the envelope.

C. **BID OPENING:**

The Bid Opening will be held on July 29, 2021 at 11:15 AM EST in the City of Chesapeake Purchasing Division's Conference Room, located on the 5th Floor of the City Hall Building 306 Cedar Road, Chesapeake, Virginia 23322. Please note that access to the 5th Floor of City Hall is restricted, please see the Information Desk on the 1st Floor for access. Masks are not required for those who have been fully vaccinated. We encourage people to maintain a social distance when possible.

IV. **METHOD OF AWARD:** The City of Chesapeake reserves the right to make an award to one bidder based on the lowest Total Bid. The award will be made to the lowest responsive and responsible bidder meeting all the requirements of the solicitation.

V. **PRICING SCHEDULE:** Shipping shall be FOB destination and included in the price.

Item #	Description	Unit	Unit Cost	Estimated Quantity (3 years)	Extended Total
1	Disposable Food Serving Trays. Size: 1 lb small to medium. No. per case: 1000. 	CASE	\$	15	\$
2	Disposable Mini Litter Tray. Size: 11"L x 8" W x 2"D. White laminated interior. No. per case: 100. 	CASE	\$	300	\$
3	One Piece Cardboard Carriers. Outside dimensions: 17.5" L x 8.5"W x 12.25"H. 40 per box. 	CASE	\$	35	\$
4	Rabies tags to include O rings. Tag numbers to run consecutively. 	EACH	\$	2500	\$

VI. **DELIVERY:** _____ days ARO

VII. **PERIOD OF PERFORMANCE:** Three (3) years from the date of execution, with two (2), one (1) year renewal option, upon the mutual written agreement of the parties.

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. A copy of the fully executed certification may be attached if an original certification is on file with Procurement for the current fiscal year.

Type or print legibly when completing this form.

1. Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

2. Type of Business Entity:

A. Sole proprietorship (Provide full name and address of owner):

B. Limited Partnership (Provide full name and address of all partners):

C. General Partnership (Provide full name and address of all partners):

D. Limited Liability Company (Provide full name and address of all managing members):

E. Corporation (Provide full name and address of all officers):

3. Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:

5. Physical Business Address:

6. Primary Correspondence Address (If different from physical address):

7. Number of Employees:

8. Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes _____

No _____

Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 202__ on behalf of _____ as
evidenced by the following signature and seal:

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

STATE OF _____:

CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by
_____. He/She is personally known to me or has produced
_____ as identification.

Notary Public

Registration No.: _____

My commission expires: _____

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

Yes No

2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated (for cause from any work being performed for the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION FORM

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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 a public body 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law must indicate by selecting one of the following reasons why the bidder or offeror is not required to be so authorized:

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 bidder 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 bidder'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.

OR-

If the business entity has 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 bids (The City of Chesapeake reserves the right to determine in its sole discretion whether to allow such waiver).

ATTACHMENT B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NON-PROFESSIONAL SERVICES

1. PROCUREMENT ORDINANCE
2. APPLICABLE LAWS AND COURTS
3. ANTI-DISCRIMINATION AND NONDISCRIMINATION IN CITY CONTRACTS
4. ETHICS IN PUBLIC CONTRACTING
5. IMMIGRATION REFORM AND CONTROL ACT OF 1986
6. DEBARMENT STATUS
7. ANTITRUST
8. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
9. CLARIFICATION OF TERMS
10. PAYMENT
11. CLAIMS
12. NO WAIVER OF LEGAL RIGHTS
13. PRECEDENCE OF TERMS
14. QUALIFICATIONS OF BIDDERS/OFFERORS
15. TESTING AND INSPECTION
16. ASSIGNMENT OF CONTRACT
17. CHANGES TO THE CONTRACT
18. DEFAULT
19. TAXES
20. DRUG-FREE WORKPLACE
21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
22. AVAILABILITY OF FUNDS
23. BID/PROPOSAL PRICE CURRENCY
24. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
25. TERMINATION OF CONTRACT
26. LITIGATIONS WITH THE CITY
27. PRIOR DEFAULTED CONTRACTS
28. CRIMINAL CONVICTIONS
29. INDEMNIFICATION
30. USE OF BRAND NAMES
31. ADVERTISING
32. AUDIT
33. BID/PROPOSAL ACCEPTANCE PERIOD
34. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
35. CANCELLATION, REJECTION OF BIDS OR PROPOSAL; WAIVER OF INFORMALITIES
36. E-VERIFY PROGRAM
37. SMALL BUSINESS SUBCONTRACTING
38. SUBCONTRACTS
39. METHOD OF AWARD
40. NON-EXCLUSIVE RELATIONSHIP
41. ANNOUNCEMENT OF AWARD

1. **PROCUREMENT ORDINANCE:** This solicitation is subject to the provisions of the City of Chesapeake Procurement Ordinance and Chesapeake Purchasing Policies and Procedures Manual. A copy of the City's ordinance and Chesapeake Purchasing Policies and Procedures Manual is available for review at the purchasing office or accessible on the Internet at <http://www.cityofchesapeake.net/government/city-departments/departments/Purchasing-and-Procurement.htm> .
2. **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 any litigation with respect thereto shall be brought in the courts of the City of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, if independent federal jurisdiction exists. The Contractor/Consultant shall comply with all applicable federal, state and local laws, rules and regulations. This solicitation is governed by provisions of Chapter 54 of the Chesapeake City Code, and any revisions thereto, which are hereby incorporated into this contract by reference. Contact the

Purchasing Division at (757) 382-6359, for more information. The City Code may be read online at <http://www.municode.com>.

3. **ANTI-DISCRIMINATION AND NONDISCRIMINATION IN CITY CONTRACTS:** By submitting their bids/proposals, 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 (VPPA)*. 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 public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The contractor will include the provisions of a., above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidders/offerors, supplier, manufacturer or subcontractor in connection with their bids/proposals, 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.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
6. **DEBARMENT STATUS:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia or any political subdivision or agency of the Commonwealth from submitting bids/proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
7. **ANTITRUST:** By entering into a contract, the Contractor/Consultant conveys, sells, assigns, and transfers to the City of Chesapeake all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the City of Chesapeake under said contract.
8. **MANDATORY USE OF CITY FORM:** Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Bid/proposal may be cause for rejection of the bid/proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder/offeror withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

9. **CLARIFICATION OF TERMS:** If any bidders/offerors has questions about the specifications or other solicitation documents, the bidders/offerors should contact the buyer whose name appears on the face of the solicitation no later than 5 working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

10. **PAYMENT:**

1. To Contractor/Consultant:

- a. Invoices for items ordered, delivered and accepted, or services rendered, shall be submitted by the Contractor/Consultant directly to the payment address shown on the purchase order/contract. All invoices shall show the City contract number and/or purchase order number; social security number (for individual Contractor/Consultants) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All services provided under this contract or individual purchase order, that are to be paid for with public funds, shall be billed by the Contractor/Consultant at the contract price, regardless of which City department is being billed.
- d. 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 under the Virginia Debt Collection Act.
- e. 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, Contractor/Consultants 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/Consultant, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor/Consultant may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor/Consultant awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within 7 days of the Contractor/Consultant'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 Purchasing Division and the subcontractor(s), in writing, of the Contractor/Consultant's intention to withhold payment and the reason.
- b. The Contractor/Consultant 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/Consultant that remain unpaid 7 days following receipt of payment from the City, except for amounts withheld as stated in (a)(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/Consultant performing under the primary contract. A Contractor/Consultant's obligation to pay interest to a subcontractor shall not be construed as an obligation of the City.

:
:

11. **CLAIMS:**

In the event that a different administrative claim resolution process is not provided in the solicitation, the following claim process shall apply. In the event of a contractual dispute, Contractor/Consultant must submit a written notice of the dispute specifically entitled "notice of intent to file a claim" within ten (10) days of the occurrence on which the claim is based to the City Manager or designee. No more than thirty (30) days from the occurrence on which the claim is based, the Contractor/Consultant must submit a written statement of the basis of the claim together with a proposed remedy and all supporting evidence of the claim to the City Manager or designee. The timely and complete filing of the notice and claim are a prerequisite to recovery by the Contractor/Consultant, and failure to follow the claim process stated herein shall operate as a conclusive waiver of the claim by the Contractor/Consultant. Oral notice, the actual knowledge of a City employee or official, or an untimely or incomplete written notice and claim shall not be sufficient to satisfy the requirements of this provision.

The Contractor/Consultant may not institute legal action prior to the receipt of a final written decision by the City Manager or designee unless the City Manager or designee fails to render a decision within ninety (90) days of the submission of the claim. Failure of the City Manager or designee to render a decision within ninety (90) days shall be deemed a denial.

The decision of the City Manager or designee shall be final and conclusive unless the Contractor/Consultant appeals within six (6) months of the date of the final decision (or time specified for a final decision if no response is made) by instituting legal action as provided by Va. Code Section 2.2-4364.

The parties' contract and their performance obligations shall be governed, interpreted and enforced pursuant to the laws and regulations of, and in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of law principles thereof. The Contractor/Consultant shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and the Contractor/Consultant may otherwise agree in writing.

- 12. NO WAIVER OF LEGAL RIGHTS:** Neither the acceptance by the City or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of or implied course of dealing applicable to any other or subsequent breach. The City reserves all rights, privileges, immunities and defenses available to it at law.
- 13. PRECEDENCE OF TERMS:** The 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.
- 14. QUALIFICATIONS OF BIDDERS/OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services and the bidders/offerors shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. The City further reserves the right to reject any bids/proposals if the evidence submitted by, or investigations of, such bidders/offerors fails to satisfy the City that such bidders/offerors is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- 15. TESTING AND INSPECTION:** The City reserves the right to conduct any test or inspection it may deem advisable to assure goods and services conform to the specifications.
- 16. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor/Consultant in whole or in part without the written consent of the City.
- 17. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways, provided that City staff other than the Procurement Administrator, City Manager, or designee shall have no authority to approve or order changes in the work that alter the terms and conditions of the Contract, except for changes permitted by the Chesapeake Purchasing Policies and Procedures Manual as to contract time or price that are mutually agreed and reduced to a written change order or contract modification::

- A. The parties may agree in writing to modify the terms or conditions of the contract. Any additional services to be provided shall be of a sort that is ancillary and directly related to the contract services, or within the same product or service categories as were included in the contract award. Any 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 contract.
- B. The Purchasing Division may order changes within the general scope of the contract at any time by written notice to the Contractor/Consultant. 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/Consultant shall comply with the notice upon receipt, unless the Contractor/Consultant intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor/Consultant shall, in writing, promptly notify the Purchasing Division of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Division's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Division decides to issue a notice that requires an adjustment to compensation, the Contractor/Consultant shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Division a credit for any savings. Said compensation shall be determined by one of the following methods:
- i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using an hourly rate or a unit price set forth in the contract, if the work to be done can be expressed in hourly increments or units, and the Contractor/Consultant accounts for the number of hourly increments or units of work performed, subject to the Purchasing Division's right to audit the Contractor/Consultant's records and/or to determine the correct number of units independently; or
 - iii. By ordering the Contractor/Consultant 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/Consultant shall present the Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division shall have the right to audit the records of the Contractor/Consultant as it deems necessary to determine costs or savings. 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 Claims clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor/Consultant from promptly complying with the changes ordered by the Purchasing Division or with the performance of the contract generally.
- C. Any modification of a lump sum contract price is subject to the terms of City Code Section 54-71, which provides that such a contract may not be increased by the greater of more than \$10,000 or 10% of the original contract price without approval of the City Manager and notice to the City Council.
18. **DEFAULT:** In case of failure to deliver services in accordance with the Contract, the City, after due oral or written notice, may procure them from other sources and hold the Contractor/Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
19. **TAXES:** Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-072-1442.
20. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor/Consultant agrees to (i) provide a drug-free workplace for the Contractor/Consultant's employees; (ii) 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/Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Consultant that the Contractor/Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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/Consultant, 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.

21. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:** During the performance of this contract, the Contractor/Consultant agrees as follows:
- A. The Contractor/Consultant 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 in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor/Consultant. The Contractor/Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor/Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Consultant, will state that such Contractor/Consultant is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - D. The Contractor/Consultant will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
22. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available, subject to appropriations, for the purpose of this solicitation.
23. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid prices in US dollars.
24. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor/Consultant organized as a stock or non-stock 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 a public body 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. A public body may avoid any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
25. **TERMINATION OF CONTRACT:** The City may terminate the contract for cause or for convenience after giving 30 days’ notice in writing to the Contractor/Consultant. The written notice shall state whether the termination is for convenience or cause. The notice shall be delivered by a commercial courier service or mailed certified with return receipt requested to the address listed on the bid/proposal, unless notice of a change of address has been provided to the Purchasing Division.
- A. **Termination for Cause:** If the Contractor/Consultant should breach the contract or fail to perform the services required by the contract, the City may terminate the contract for cause by giving written notice or may give the Contractor/Consultant a stated period of time within which to remedy its breach of contract. If the Contractor/Consultant shall fail to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the Contractor/Consultant or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City’s forbearance by not terminating the contract because of a breach of contract shall not constitute a waiver of the City’s right to terminate, nor shall the City’s acquiescence in any future act or omission by the Contractor/Consultant. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor/Consultant may be subject to a claim by the City for the costs and expenses incurred in securing a replacement Contractor/Consultant to fulfill the obligations of the contract. In the event a Cure Notice is required, the City will use the address provided to

the City listed in the bids/proposals. It shall be the Contractor/Consultant's responsibility to notify the City in writing within 10 days of knowing a change of address. The written notice shall include the City's contract number and the effective date of the address change.

In the event the Contractor/Consultant breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the City reserves the right, in its sole discretion, to terminate for cause any other open contract that the Contractor/Consultant has with the City.

B. Termination for Convenience: The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Contractor/Consultant/Consultant a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor/Consultant must stop work, including but not limited to work performed by Contractor/Consultant and subcontractor, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the City, the Contractor/Consultant shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. .

C. DELIVERY OF MATERIALS: Contract termination shall not relieve the Contractor/Consultant of the obligation to deliver to the City all products or services for which the Contractor/Consultant has been or will be compensated. Unless otherwise agreed to in writing, the Contractor/Consultant shall deliver the materials or other deliverables to the City within 30 days of the Notice of Termination of the Contract. Failure to do so may result in an action for "breach of contract" or "failure to perform".

D. COMPENSATION DUE THE CONTRACTOR/CONSULTANT: In event of termination, the Contractor/Consultant shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor/Consultant providing the required project material to the City. Said fees which have been earned shall be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the City.

The Contractor/Consultant shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid and offsets authorized by Contract. All payments due the Contractor/Consultant under this contract are subject to appropriation by the Chesapeake City Council.

- 26. LITIGATION WITH THE CITY:** The City in its sole discretion may choose not to make an award to an bidders/offers who is in litigation with the City at the time of bids/proposals evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the bidders/offers is in litigation with the City at the time of the bids/proposals evaluation.
- 27. PRIOR DEFAULTED CONTRACTS:** The City in its sole discretion may choose not to make an award to an bidders/offers who has previously defaulted on a contract with the City or has been debarred by another public entity. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the bidders/offers has previously defaulted on a contract with the City.
- 28. CRIMINAL CONVICTIONS:** The City in its sole discretion may choose not to make an award to an bidders/offers if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of a felony or a misdemeanor involving moral turpitude in the past 10 years.
- 29. INDEMNIFICATION:** Contractor/Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or is caused in whole or in part by any negligent act, error, omission, recklessness, or intentionally wrongful conduct of the Contractor/Consultant or those for whom Contractor/Consultant is legally liable, including but not limited to any Subcontractor, any supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by of a person or entity indemnified hereunder to the extent allowed by law. This paragraph shall not require indemnification for a particular claim, cost, loss or damage to the extent caused by or resulting solely from the

negligence of the City, its officer, agent, employee, or a person or entity indemnified hereunder. With the prior, written approval of the City, Contractor/Consultant shall assume the defense of any such liability claim(s) made against the City, its agents, volunteers, servants, employees or officials.

In any and all claims against the City, its officers, agents, or employees by any employee (or the survivor or personal representative of such employee) of the Contractor/Consultant or anyone for whom Contractor/Consultant is legally liable, including but not limited to any Subcontractor, any supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor/Consultant or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, if the Contractor/Consultant subcontracts any work, it will require in its subcontracts that each Contractor/Consultant indemnify, defend and hold harmless the City as stated above.

30. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an equal product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
31. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the City will be used in product literature or advertising. Without prior written approval from the proper authority of the City, the Contractor/Consultant shall not state in any of its advertising, product literature, or other promotional materials that the City or any department or agency of the City has purchased or uses its products or services.
32. **AUDIT:** The Contractor/Consultant shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the City, whichever is sooner. An auditor retained by the City or any state or federal funding source shall have full access to and the right to examine any of said materials during said period. In the event that a project is funded by state or federal funds, the rights of audit shall also extend to the respective state or federal agencies.
33. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bids/proposals in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bids/proposals may be withdrawn at the written request of the bidders/offerors. If the bids/proposals is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
34. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor/Consultant assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the City's written consent and only in accordance with federal, state, and City Code. Contractor/Consultants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Contractor/Consultants shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractor/Consultants and their employees working on this project may be required to sign a confidentiality statement.
35. **E-VERIFY PROGRAM:** Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with the City of Chesapeake for a period up to one year. Such debarment shall cease upon the employer's registration

and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

36. **CHESAPEAKE BUSINESS LICENSE**: All firms doing business with the City are required to be properly licensed in accordance with the City of Chesapeake's "Business, Professional, and Occupational Licensing (BPOL) Tax" ordinance. Wholesale and retail merchants not located in Chesapeake are exempt from this requirement. For questions concerning the applicability of the BPOL tax, contact the Commissioner of the Revenue at 757-382-6738.
37. **SMALL BUSINESS SUBCONTRACTING**: Unless the bidders/offerors is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor/Consultant is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidders/bidders/offerors or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids/proposals. If small business subcontractors are used, the prime Contractor/Consultant agrees to report the use of small business subcontractors by providing the Purchasing Division at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
38. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the Purchasing Division. In the event that the Contractor/Consultant desires to subcontract some part of the work specified herein, the Contractor/Consultant shall furnish the Purchasing Division the names, qualifications and experience of their proposed subcontractors. The Contractor/Consultant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
39. **METHOD OF AWARD**: Unless otherwise stated in the solicitation, the following is the default method of award if the procurement method is an IFB: An award will be made to the lowest responsive and responsible bidder. 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 conduct any tests it may deem advisable and to make all evaluations. The City reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
40. **NON-EXCLUSIVE RELATIONSHIP**: Except as stated in a separate written agreement signed by the City and bidder/offeror, nothing in the in the solicitation shall prohibit the City from purchasing products and services similar to the products and services subject to this solicitation now or hereafter from other suppliers and/or contractors. In addition, the City retains the right to self-perform any or all services and work under the contract at any time.
41. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract for all solicitations with an annual value of \$5,000.00 or more, the Purchasing Division will publicly post such notice on the Commonwealth of Virginia's eVA VBO (www.eva.virginia.gov) and the Demand Star e-procurement website (www.demandstar.com) for a minimum of 10 days.

SECTION II
SPECIAL TERMS AND CONDITIONS

1. INSURANCE
2. SAFETY
3. WARRANTY OF MATERIALS AND WORKMANSHIP
4. INSPECTION
5. INDEFINITE DELIVERY, INDEFINITE QUANTITY
6. PRICE ESCALATION/DE-ESCALATION

1. **INSURANCE:** By signing and submitting a bids/proposals under this solicitation, the bidders/offerors certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidders/offerors further certifies that it and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The City must be named as an additional insured on the Acord insurance certificate reflecting Commercial General Liability and any other required insurance coverages. Coverages afforded under the required policies listed below shall not be cancelled by Contractor/Consultant or allowed to lapse or expire. However, in the event that any insurance coverage required by this contract is canceled by the insurance company or lapses due to no fault of the Contractor/Consultant, Contractor/Consultant shall (i) provide the City with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor/Consultant and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfies the insurance obligations required in this contract within thirty (30) calendar days from the date of any notice to Contractor/Consultant that its insurance policy has been canceled or has lapsed.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors/Consultants who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability \$100,000 each accident, \$100,000 each disease & \$500,000 disease policy limit.
 - c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Chesapeake must be named as an additional insured and so endorsed on the policy, requiring a documented endorsement from the insurance carrier.
 - d. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor/Consultant must assure that the required coverage is maintained by the Contractor/Consultant (or third party owner of such motor vehicle.)
2. **SAFETY:** By entering into a contract, Contractor/Consultant certifies that it has carefully evaluated the work site (or, for work subject to indefinite quantity and indefinite delivery, shall do so prior to the execution of task orders requiring site visits) and scope of work for safety risks it may present, and, shall abide by all safety procedures required by Federal and State Occupational Safety and Health Standards.
3. **WARRANTY OF MATERIALS AND WORKMANSHIP:**
 - a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.

- c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract

4. **INSPECTION:**

- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during repair. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore.
- b. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.

5. **INDEFINITE DELIVERY, INDEFINITE QUANTITY:** This solicitation is for an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. All quantities of products and/or services or dollar values listed within this solicitation are estimates. Numerous factors could cause the actual volume of products and/or services under the contract to vary substantially from the estimates in the solicitation. Such factors include, but are not limited to, the following: This solicitation is a nonexclusive solicitation; There is no guarantee of volume to be purchased or required, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; The individual value of the solicitation is indeterminate and will depend upon actual demand and/or need, and the actual quantities ordered during the contract period. Bidder/Offeror acknowledges the foregoing and agrees that actual purchasing volumes of products and/or services during the term of the contract could vary substantially from the estimates provided in this solicitation.

6. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials/labor not to exceed the increase in the following index: **CPI-U Other Goods**. No price increase will be authorized for the initial contract term. Price escalation may be permitted only at the end of the initial term and at the time of renewal and only where verified to the satisfaction of the Purchasing Administrator.

Contractor shall give not less than 90 days advance notice of any price increase to the Purchasing Division.

Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 90-day notification period. Documentation shall be supplied in general with the contractor's request for increase which will verify that the requested price increase is general in scope and not applicable just to the City of Chesapeake.

The Purchasing Division will notify the using department and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all 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 Purchasing Division.**