



INVITATION FOR BIDS

Bid # – 10-598

December 23, 2009

City of Lynchburg

Procurement Division

900 Church Street

Lynchburg, Virginia 24504

Phone: (434) 455-3970 Fax: (434) 845-0711

www.lynchburgva.gov/Index.aspx?page=981

Bid Title..... Landscaping & Mowing Services for Various Utilities Locations

Bid Solicitation Date..... Wednesday: December 23, 2009

**Pre-Bid..... Thursday: January 7, 2010 @ 10:30 a.m. at Utilities Division, 525
Taylor Street, Lynchburg, Va.**

Question Deadline..... Friday: January 15, 2010 @ 2:00 p.m.

Bid Due..... Thursday: January 28, 2010 @ 3:00 p.m.

Sealed bids, subject to the conditions and instructions contained herein, will be received in the office of the Procurement Division, 3rd Floor, City Hall, 900 Church Street, Lynchburg, Virginia, 24504, until the due date and hour shown above (local time prevailing), and then publicly opened and read aloud.

Contract Officer: *Deborah J. Powell*, CPPB, VCO, email: deborah.powell@lynchburgva.gov

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this quote is accepted within (60) calendar days from the date of the opening, to furnish any and all items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

Email address: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopied)

Scope of Work:

The purpose of this Invitation to Bid is to solicit bids from qualified vendors to provide landscaping and mowing services to various locations of the City of Lynchburg Utilities Division.

Service Area 1

College Hill Plant Office and Administration Parking
525 Taylor Street
Lynchburg, Va. 24501

Lawn areas to include the front and side of the office, triangle sections across road, vacant lot across from shop storage sheds (approximately .5534 acres).

Weekly:

1. Debris: Lawn area to be inspected for paper, trash, cans and bottles prior to mowing and debris removed to prevent shredding.
2. Mowing: Mowing operations will be conducted on a regular basis throughout the growing season. Cutting height will be 3 inches, using sharp and well-calibrated cutting equipment. Lawn clippings will not be collected unless an excessive growth rate has occurred and the clippings will leave a detrimental appearance on the lawn. Care will be taken not to blow any clippings into mulched areas. Any grass clippings on walkways, driveways, or in gutters will be cleared immediately following each mowing operation. Any areas that cannot be cut with a conventional mower will be trimmed with a string type trimmer. This will include areas at the base of any walls, around lights poles, sign poles, etc.
3. Trimming: Trimming should be done upon the completion of the mowing operations.

Bi-Weekly:

1. Edging: All walkways and curbing shall be edged during the growing season, using a mechanical blade edger.

Annual:

1. Pruning: All tree limbs that may interfere with pedestrian and/or vehicular traffic will be trimmed to a height of 7 feet from ground. All debris from this operation will be collected and removed by the contractor. Include cutting shrubs and ornamental grass at old building on corner.
2. Weed Control: Weeds will be controlled in the plant beds through the combined use of pre-emergent and post-emergent herbicides and hand-weeding. Weeds appearing in the parking lots and along curbing will be controlled with a post-emergent herbicide.
3. Mulch Installation: To include the front of the office and hill side behind office. Complete mulching of the tree rings and the plant beds shall occur during the dormant season (period of February 1st – March 15th). Shredded hardwood mulch should be blown in at a depth of approximately one (1) inch.
4. Bed Edging: Mulch beds shall be edged to a depth of approximately three (3) inches using a mechanical bed edger. All excess soil shall be distributed in the bed and covered with new mulch at the time of mulching service.
5. Fertilization: Lawn fertilizer program shall consist of one spring, one fall and one winter application of high nitrogen, slow release fertilizer.
6. Chemical Applications: A pre-emergence crabgrass control herbicides shall be applied in early spring. Broadleaf weed control herbicides shall be applied in early spring, and early fall.
7. Aeration: All lawn areas shall be core aerated, using a professional lawn aerator, which produces approximately nine (9) holes per square foot. Aeration shall be done between September and October.
8. Over Seeding: All lawn areas shall be over seeded once, immediately upon the completion of the aeration of the turf. A tall thin blade of fescue grass seed shall be used at the rate of two (2) pounds per thousand square feet. All turf grass seed used shall be certified and on the current Virginia Polytechnic Institute recommendations list.

Service Area 2

Bi-Weekly: Mowing, string trimming, and blowing off hard surfaces

- a. Mill Lane Tank and Pump Station – 158 Mill Lane Road, Lynchburg, Va. (2.24 acres)
- b. Huntingwood Tank Lot – Coffee Road, Lynchburg, Va. (1.67 acres)

- c. Leesville Rd. Water Tank – Leesville Road at Greenview Drive, Lynchburg, Va. (.64 acres)
- d. Carroll Avenue Pump Station - (.13 acres) 2820 Carroll Ave Lynchburg, Va
- e. Fort Ave Water Tanks – Fort Avenue & Johnson Road, Lynchburg, Va. (.28 acres) 4821 Fort Ave Lynchburg Va.
- f. Candler Mountain Water Tanks – (1.12 acres) 3770 Candler Mtn Rd Lynchburg Va
- g. College Hill Water Plant Tank Lot – 525 Taylor Street, Lynchburg, Va. (10.18 acres)
- h. Fort Avenue Pump Station - 3115 Memorial Avenue, Lynchburg, Va. (.04 acres)
- i. Clay Street Reservoir – 401 7th Street, Lynchburg, Va. (1.14 acres)
- j. Wards Ferry Road Pump – (.04 acres) 3020 Wards Ferry Rd Lynchburg, Va.
- k. Wingate #1 Water Tank – (.68 acres) 4520 Candler Mtn Rd. Lynchburg, Va.
- l. Garnett Street Property – (6.9 acres) 1651 Concord Tpk Lynchburg, Va.
- m. Abert Water Plant Lagoon – (7.25 acres), Abert Raw Water Pump Station – (.36 acres), Abert Water Plant – (4.73 acres) 2500 Abert Rd Lynchburg, Va.

Service Area 3

Annual: Spraying of fence lines with non-selective herbicides (round up and cross bow) to control overgrowth of weeds. Must be a Virginia Licensed Pesticide Applicator to apply pesticides.

- a. Mill Lane tank and Pump Station – (1,247 ft)
- b. Huntingwood Tank Lot – (1,150 ft)
- c. Leesville Road Water Tank – (655 ft)
- d. Carroll Avenue Pump Station – (286 ft)
- e. Fort Ave Water Tanks – (517 ft)
- f. Candler Mountain Water Tanks – (874 ft)
- g. College Hill Water Plant – (3,437 ft)
- h. Fort Avenue Pump Station – (189 ft)
- i. Clay Street Reservoir – (1.14 ft)
- j. Wards Ferry Road Pump – (189 ft)
- k. Wingate #1 Water Tank – (691 ft)
- l. Garnett St Property – (3,022 ft)
- m. Abert Water Plant Lagoon – (2,758 ft), Abert Water Plant – (2,285 ft)

Service Area 4

Abert sludge Lagoon, located in Bedford County

Annual:

- 1. Bush hog all grassy areas
- 2. String trim around entire fence including approximately four inches (4) on outside of fence
- 3. Bush hog and trim along face of dam, around bowl of ponds
- 4. Cut cat tails at edge of ponds (no more than six inches (6) into water)
- 5. Cut back overgrowth along sludge pond entrance road only to allow for vehicle traffic.

Service Area 5

Pedlar Lake Dam and Spillway Area, located in Amherst County

Annual:

- 1. Clear brush
- 2. String trimming dam face
- 3. Cut and remove trees as needed.
- 4. Haul debris to on site disposal area.

Bid Form - Landscaping Services for Utilities

* Price being quoted must include the cost mulch, fertilizer, seed and all manpower to apply

	Weekly Service	Bi-Weekly Service	Annual Service	Sub Total
Service Area 1 *	\$ _____	\$ _____	\$ _____	\$ _____
Service Area 2 *	N/A	\$ _____	N/A	\$ _____
Service Area 3 *	N/A	N/A	\$ _____	\$ _____
Service Area 4 *	N/A	N/A	\$ _____	\$ _____
Service Area 5 *	N/A	N/A	\$ _____	\$ _____

Total Base Bid \$ _____

Additional Options

Price per Hour

Single axle dump truck	\$ _____
Tandem axle dump truck	\$ _____
Farm Tractor (rubber tire)	\$ _____
Track loader	\$ _____
Labor (manpower)	\$ _____
Supervisor	\$ _____
Land Clearing	\$ _____
Seeding	\$ _____

Special Terms and Conditions

A. Contract Term:

The contract will be awarded on or about February 15, 2010 and will be in place for (1) year. The contract may be extended upon mutual agreement of both parties for four additional one year periods.

B. Projected Requirements/Estimated Quantities:

The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. The City reserves the right to use more or less during the contract period.

C. Submission of Bid:

All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto, which will become a part of the bid. All bids shall be submitted in a sealed envelope, plainly marked showing the bid number, date and time. Bidders shall include the following with their bid submission:

- Title Page – page 1
- Scope of Work – page 2-3
- Bid Form – Page 4
- Insurance Requirements – page 11
- Equal Opportunity Report Statement – page 12
- Certification of Nondiscrimination and Anti-Collusion – page 13
- Statement of Available Resources – page 14
- Statement of Experience – page 15
- Questions to Bidder – page 16
- Limited Liability Form – page 17
- Statement of Compliance/Deviation – page 18

D. Late Submissions:

Bids and amendments thereto, if received by the Procurement Division after the date and time specified for bid opening, will not be considered. It will be the responsibility of the offeror to see that his bid/proposal is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.

E. Error in Pricing:

In case of error in the extension of prices, the unit price shall govern.

F. Award:

- a. Award will be made to the lowest responsible and responsive qualified bidder. The quality of the goods and services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
- b. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Procurement Division at City Hall. Notice of award may also appear on the Procurement website listed on the title page.
- c. The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interest of the City will be served.
- d. The City reserves the right to reject any and all bids and to waive any irregularities or informalities in the bidding.

G. Mistake Correcting on Bid/Proposal:

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent; they must be initialed and dated in ink by person signing quotation.

H. Signatures:

All Bids must be signed with the firm name and by a responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature shall be fulfilled.

I. Cancellation/Termination:

- a. Cancellation: The City reserves the right to cancel any resultant contract with thirty (30) days written notice to the successful firm if deemed to be in the best interest of the City of Lynchburg.
- b. Force Majeure: Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.
- c. Termination for Convenience: The performance of work under Contract may be terminated by the City upon written notice to the Contractor without cause, for any reason in whole or in part whenever it is determined that such termination is in the City's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a Contract, shall remain in full force and effect after termination. In the event of such termination the Contractor shall be paid for services rendered and approved up to the date of termination. The Contractor may submit any termination claim within 60 days after receipt of the notice of termination.
- d. Termination for Failure to Maintain Insurance: The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain the insurance required herein.
- e. Termination and Ownership of Documents: The City reserves the right to terminate the contract upon written notice to the Contractor. In the event of termination pursuant to this paragraph, which is not the fault of the Contractor, the Contractor shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the Lynchburg City Council to appropriate funds for its continuance. The Contractor agrees that all information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the City upon completion of the work or termination of the contract. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

General Terms and Conditions

A. Administrative Appeals Procedure:

In accordance with Sec. 18.1-6, Alternative policies on protests of award or decisions to award a contract in lieu of Va. code § 2.2-4360 through § 2.2-4362 and Va. code § 2.2-4364.

(a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.

(1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.

(2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the event of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.

(3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

(4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.

(5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge the procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.

(6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.

(7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.

(8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.

(9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.

(b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

B. Assignment of Contract:

A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Lynchburg.

C. Cooperative Purchases:

The City of Lynchburg reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges and universities including non-public schools. This is conditional upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

D. Contractual Claims:

Contractual claims, whether for money or other relief, shall be submitted in writing to the City Manager with copy to the Purchasing Agent, no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given within ten days of the occurrence of the event giving rise to the claim or the beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment. The decision of the City Manager on the claim shall be final unless appealed to the Lynchburg Circuit Court as provided by law.

E. Contract Assignment:

A Contract resulting from this solicitation may not be assigned, in whole or part, without the written consent of the City.

F. Confidentiality:

All information obtained by the Vendor from the City as a result of this contract including employee names shall be confidential; and shall not be used for any purposes other than that specifically authorized, without the prior written permission of the City.

G. Conflict of Interest:

The successful contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City Contract.

H. Delivery:

All deliveries shall be FOB: Destination.

I. Default by Contractor:

In the event of default by the Contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned hereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment here for shall be made at a proper reduction in price.

J. Drug Free Workplace:

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor'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'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 that the contractor 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. Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees. Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose 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 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.

K. Faith Based Organizations:

In accordance with the Code of Virginia Sec. 2.2-4343.1, the City of Lynchburg does not discriminate against faith-based organizations.

L. False Information:

The City reserves the right to cancel any contract if, in the opinion of the City, the offeror provided false, inaccurate or misleading information in the RFP documents or if the offeror withheld information from the City regarding the offeror's moral and business integrity and reliability as it relates to the good faith promise of the contract.

M. Governing Law and Venue:

This Contract and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. Legal action, if by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, the exclusive venue therefore shall be in a court of competent jurisdiction in the City of Lynchburg.

N. Indemnification:

The successful Contractor shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses arising from work performed by the contractor or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a results of the bidder 's contract with the City of Lynchburg.

O. Immigration Reform and Control Act of 1986:

The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

P. Licenses and Permits:

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work.

Q. Notification:

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to Deborah J. Powell, VCO, Buyer, Purchasing Department. The Contractor agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

R. Payment and Invoice Processing:

Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division and The Code of Virginia Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

S. Publicity:

Successful Contractor agrees to submit to the City all advertising, sales, promotion, and other public matter relating to any service furnished by the Contractor wherein the City's name therewith may be inferred or implied. The successful Contractor further agrees not to publish or use any such advertising, sales promotion, or publicity matter without prior written consent of the City.

T. Right to Modify Contract:

In accordance with Code of Virginia Section 2.2-4309, the City may extend the term of this Contract, expand the Scope of Work, or otherwise amend the Contract. Any such extension of amendment shall only be effective upon written Contract of the parties.

U. Responsibility for Property:

The Contractor shall be responsible for damages to property caused by work performed under the contract. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be repaired or replaced by the Contractor, to the satisfaction of the City, at the Contractor's expense. Contractor shall observe OSHA regulations and Owner's safety policies.

V. Royalty and License Fees and Copyright, Trademark and Patent Protection:

The Contractor shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

W. Severability:

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

X. Taxes:

The offeror certifies that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

Y. Tax Exemption:

The City of Lynchburg as a public body and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. Lynchburg's tax identification number is 54-6001405.

Z. Withdrawal of Bids/Proposals after Date for Submission:

Withdrawal of bids after date for submission: In accordance with the provisions of sec. 2.2-4330 (A) procedure (ii) of the Virginia Public Procurement Act, the bidder shall submit to the Procurement Division his original work papers, documents and material used in the preparation of the bid at or prior to the time fixed for the opening of the bids. The bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The mistake shall be proved only from the original work papers, documents and material delivered as required herein.

Definition: Contractor's work papers are the original work papers, documents, and materials used in the preparation of the bid as referred to in Section 2.2-4330 of the Virginia Public Procurement Act. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representative, employees, or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability:

(Occurrence Form CG0001, Ed. 11/88): \$1,000,000 CSL, BI &PD

Automobile Liability:

Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): \$1,000,000 CSL, BI & PD

Workers' Compensation: Statutory Amount

Surety Bond: Covering third party dishonesty in the amount of \$25,000.00

Please state your ability to comply with these requirements

The insurance policies shall include or be endorsed to include the following provisions.

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insured's" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
2. Any deductibles or self-insured retentions applicable to required coverage's shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverage's.
4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
6. All rights of subrogation against the City shall be waived.
7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverage's, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply_____
8. All coverage's for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by checking the appropriate blank as follows.
The Bidder has _____ has not _____ participated in a previous contract subject to the non-discrimination clause prescribed by Executive Order 10925, dated March 6, 1961, or Executive Order 11114 dated June 22, 1963.

In conjunction with the City of Lynchburg’s policy to utilize Disadvantaged Business Enterprises wherever possible, the Bidder has solicited quotations for labor, material, and/or services from the following:

<u>NAME OF FIRM</u>	<u>PERSON(S) CONTACTED</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Of those listed above, we intend, at this time, to utilize the following in the completion of the work required by this contract:

“This firm assures that it will give its best efforts to utilize Disadvantaged Business Enterprises wherever possible.”

CERTIFIED BY: _____ (signature)

_____ (print name & title)

BIDDER’S NAME: _____

IRS NUMBER: _____

_____This firm shall perform all construction with its own employees and, therefore, is not required to solicit quotations from DBE’s.

FAILURE TO DOCUMENT AND REPORT DBE CONTACTS ON THIS FORM MAY BE A BASIS FOR REJECTION OF THE BID AS NONCONFORMING.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA 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 Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. 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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is 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.
2. The contractor 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.

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

(seal)

Acknowledged before me this _____ day of _____, _____

Notary Public

My commission expires: _____

Statement of Available Resources

Equipment: _____

Number of Personnel Currently Employed: _____

Number of Personnel Available for Project: _____

Other Pertinent Information: _____

Statement of Experience

Bidder: _____

How Long In Business (at current address): _____

Principals: _____

Title: _____

Principals: _____

Title: _____

Type of Work Normally Performed: _____

Projects of this type previously completed:

1. _____ Amount \$ _____

2. _____ Amount \$ _____

3. _____ Amount \$ _____

Reference (for Projects listed above):

1. _____ Tel. No. _____

2. _____ Tel. No. _____

3. _____ Tel. No. _____

Questions to Bidder

Bidders are to respond to the following question: Have the individual(s), owner(s), or principal officer(s) of the firm submitting the proposal ever been convicted of a felony or a misdemeanor involving moral turpitude, which would adversely affect the ability to perform the contract?

YES _____ NO _____

If yes, list individual or officer and title and give details.

NOTE: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed.

Is your firm currently involved in litigation which would adversely affect performance on this contract?

YES _____ NO _____

Limited Liability Form

All Prospective Firms Must Respond To The Following

If a limited liability company, limited liability partnership, or a limited partnership indicate below:
Check one:

___ Limited Liability Company

___ Limited liability partnership

___ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No If yes, State Corporation Commission # _____

Name(s) and address(es) of the individuals that formed the limited liability organization:

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business: _____

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

STATEMENT OF COMPLIANCE / DEVIATIONS

In the space below, Offeror must identify any and all deviations from the requirements as stated herein. Notations elsewhere in the proposal may not be considered or may result in a determination of your proposal being non-responsive.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.