



MARCH 28, 2018

**NOTICE TO PUBLIC
INVITATION TO BID
ITB #201803**

**REPAIRS AND MAINTENANCE
FOR SMALL FLEET VEHICLES**

The City of Winchester will accept sealed bids until 2:00 pm local time on May 2, 2018 in the office of the Finance Department. - Purchasing Division, Rouss City Hall, Winchester, VA 22601, for qualified contractors to provide routine repairs, preventative maintenance, scheduled repairs and related services for small fleet vehicles for the City of Winchester per the specifications herein. The Contract will be administered by the requesting department.

Copies of this Request for Proposal may be viewed or downloaded from the City's web page: <http://www.winchesterva.gov/purchasing/itbITB>

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service of cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Purchasing Agent and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the City of Winchester requires, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City's Purchasing Agent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. ***In addition, the City of Winchester reserves the right to accept or reject any proposals, in whole or in part, to waive any informality, and cancel the bid, prior to award, in the best interest of the City.***

One (1) original hardcopy and two (2) copies of original hardcopy are to be submitted in a sealed envelope bearing the Offerors company name, mailing address, the ITB name, the ITB number, the date and the time due mailed or delivered to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 4th Floor - Rouss City Hall
Winchester, Virginia 22601

BY: Michael Marzullo
Purchasing Agent

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I. GENERAL:

- a. The City of Winchester is soliciting sealed bids to provide all labor, equipment, tools, materials and facility(ies) necessary to provide routine repairs, preventative maintenance, scheduled repairs and related services for small fleet vehicle (less than 1 ton in size), including but not limited to: sedans, police cruisers, pickup trucks, vans, and sport utility vehicles. The City intends to create a pool of vendors for this contract.
- b. **Bidders may choose to bid on each item or group of items or all items herein. The City's need for these services may be sporadic at times and the City does not guarantee any business volume to the successful bidder(s). The City reserves the right, without penalty or default of contract, to perform repairs or preventative maintenance on our own vehicles as time and budgets permit, or select a service provider in the best interests of the City.**
- c. Contract Term: Length of contract shall be thirty-six (36) months from time of award. The City reserves the right to cancel and terminate this Contract, without penalty, upon ten (10) days written notice to contractor. The parties understand and agree that the City, at its sole option, may renew this Contract for five (5) additional twelve (12) month periods.

II. PRE-BID MEETING:

- a. None Required.

III. EXCEPTIONS TO THE SPECIFICATIONS:

- a. Bidders taking exception to any part or section of these specifications shall indicate such exceptions on their bid. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. The City reserves the right to accept or reject any and all bids, in whole or in part, and to waive informalities.

IV. QUESTIONS AND CLARIFICATIONS:

- a. Site visit, requests for information, or clarifications regarding the specifications should be addressed to: **Michael Marzullo, Purchasing Agent, 15 North Cameron Street, Winchester, VA 22601, (540) 667-2378, email: Michael.Marzullo@winchesterva.gov**
- b. Only questions answered by formal written Addenda will be binding; oral and other interpretations will be without legal effect.
- c. Questions regarding this solicitation must be submitted in writing at least five (5) business days prior to the bid due date.

V. SUBMISSION REQUIREMENTS - Failure to meet these requirements may result in a non-responsive proposal:

- a. All bidders shall provide official proof, i.e. business license, tax return, or other form of verification, confirming that they have been in business for at least five (5) years.
- b. Firms shall confirm in writing that they are not currently on any debarment or suspension list of any local, state or federal government. Any firm found to be listed shall be rejected as non-responsive.
- c. Bidders shall supply a minimum of three (3) references for performance of the same work as described by this Invitation to Bid. These references must provide a contact person and telephone number. Complete and enclose reference page provided herein (see Part j of the Special Terms & Conditions).
- d. List all current certifications, required ASE certifications for each assigned employee, licensures and manufacturer training credentials for the corporation and/or assigned employees, as well as the key personnel that will be assigned to the City. Please provide career highlights, background and/or resumes of the assigned key personnel.
- e. While the City of Winchester would prefer that the Contractor have an Automotive Service Excellence (ASE) certification although we will entertain bids from Contractors without ASE

- certification. Please advise within your bid whether or not you have a current ASE Certification and if so, how many years have you been certified?
- f. Provide a detailed list of services performed off-site and/or by sub-contractors, i.e. transmission work, engine replacement, turn brake rotors, and more?
 - g. Complete and sign Section VII (Bid Form) and any Addendums that were issued.
 - h. Provide a copy of the contractor's warranty, as requested herein (see Part r of the Special Terms & Conditions).
 - i. Provide one (1) original hardcopy and two (2) copies of the original hardcopy and required documents in a sealed envelope bearing the Offerors company name, address, the proposal name and ITB number and the date and time due and mailed or delivered to:

City of Winchester
 Finance Department - Purchasing Division
 15 North Cameron Street, 4th Floor - Rouss City Hall
 Winchester, Virginia 22601

VI. STATEMENT OF NEEDS:

a. GENERAL SCOPE:

- i. The City of Winchester is soliciting sealed bids from qualified contractors to provide all labor, supervision, equipment, tools, materials, quality controls and security to perform routine repairs, preventative maintenance, scheduled repairs and related services in a timely and quality conscious manner on small fleet vehicles for the City of Winchester, including but not limited to:
 1. Express Oil Change Service
 2. Scheduled Routine Maintenance
 3. Scheduled Preventative Maintenance
 4. Scheduled Repairs
 5. Emergency Repairs
 6. Towing
- ii. Fleet of Small Vehicles :

NOTE: the number in parentheses indicates the approximate number of vehicles in each department. The number and brand are subject to change.

1. Emergency Response Group, including but not limited to:
 - a. Winchester Sheriff (10) – Chevy Impala, Ford Crown Victoria, Chevy Tahoe, Chevy Blazer, Ford Taurus
 - b. Winchester Police (83) –Chevy Impala, Ford Crown Victoria, Ford Explorer, Chevy Blazer, Chevy Lumina, Ford Van, Chevy Suburban, Pontiac Grand Prix, Ford Taurus
 - c. Winchester Fire & Rescue (9) – Chevy Blazer, Ford Explorer
 - d. Juvenile Detention Center (1) – Chevy Blazer
2. Non-emergency Response Group, including but not limited to:
 - a. Inspections (8) – Ford Tarsus, Chevy Lumina, Chevy Cavalier, Dodge Neon
 - b. Utilities (36) – Chevy Colorado, Ford Escape, Ford Explorer, GMC 2500, Ford F250, Ford F450
 - c. Public Works (14) - Ford 150, Ford Explorer, Chevy Blazer
 - d. Social Services (10) – Dodge Neon, Chevy Sedan, Chevy Malibu, Ford Van, Dodge Stratus, Dodge Avenger
 - e. Parks and Recreation (12) – GMC 1500, Ford Ranger
 - f. Zoning (2) – Chevy Malibu

g. Parking Authority (3) – Ford 150, GMC Jimmy, Dodge Ram

b. **DEFINITIONS:**

- i. Express Oil Change Service: The Contractor shall perform on an expedited basis the following oil change services, including but not limited to:
 1. Remove and refill five (5) quarts of Pennzoil or Quaker State or other approved name brand oil;
 2. Remove and replace oil filter with Fram or other approved name brand filter;
 3. Check and replenish windshield washer fluid;
 4. Check brake fluid and replenish as necessary
 5. Check power steering fluid and replenish as necessary
 6. Check tire air pressure and replenish as necessary
 7. Check coolant and replenish as necessary
 8. Check windshield wipers (approval necessary before replacing);
 9. Check air filter (approval necessary before replacing); and
 10. Lube chassis / grease all available fittings.

- ii. Scheduled Routine Maintenance: The Contractor should perform diagnostics to determine needed maintenance or repairs, perform repairs as requested and road test the vehicle. Servicing includes, but not limited to:
 1. Tire rotation – Every other oil change
 2. Tire alignment
 3. Brake replacement
 4. Belts and hoses
 5. Coolant flushing and replacement
 6. Fuses, light replacement, bulbs
 7. Standard 5 quart oil change (perform the specifications as defined under Express Oil Change)
 8. State Inspection

- iii. Scheduled Preventative Maintenance: The Contractor should perform preventive maintenance at the mileage intervals based on vehicle mileage. If the manufacturer's recommended service intervals are more or less frequent, than the frequency indicated above, then those services shall be performed. Servicing includes but is not limited to:
 1. 30,000 mile check up
 2. 60,000 mile check up
 3. 90,000 mile check up

- iv. Scheduled Repairs: Professional workmanship necessary for complex automotive repair work, including but not limited to: replacement of timing belts, water pumps, exhaust systems, or repairing the electrical system, engine, drive train, clutch, fuel system, suspension, transmission, or recharging the air conditioning system.

- v. Emergency Repairs: Immediate professional workmanship necessary for complex automotive repair work in order to get a vehicle back in service to relieve a current or potential public safety issue.

- vi. Towing Services:
 1. Flatbed or open trailer used to transport a vehicle to a designated location.
 2. Must be on the Police Department approved Call List having met all criteria for City Code 14-159 thru 166.

- vii. Replenish as necessary:
 - 1. The addition of any fluid or air pressure when below OEM recommendations. For example, any fluid level below the “Full” mark or tire air pressure (PSI) below the manufacturer’s recommendation shall be replenished without consulting the manufacturer.
- c. **CONTRACTOR LOCATION:**
 - i. The City intends to deliver and pickup all vehicles. The Contractor’s facility shall be located within a six (6) mile radius of Rouss City Hall, 15 North Cameron Street, Winchester, VA 22601. No award credit will be given for bidders within the City limits.
- d. **AUTHORIZATION:**
 - i. Scheduled Repairs, Emergency Repairs and Scheduled Preventative Maintenance Authorization:
 - 1. No repair work may begin before the Department Head, or designee of the requesting department authorizes the specific repair work to be performed without a written contractor’s estimate.
 - 2. Authorization for Latent Defects:
 - a. The Contractor may not foresee latent defects until a repair has begun although the City expects the Contractor to immediately notify the requesting department with a good faith estimate of the additional repair(s). The City expects these unforeseen latent defects to be infrequent and estimates will not be adjusted without City approval.
- e. **CONTRACTOR’S RESPONSIBILITIES:** The Contractor shall comply with the following:
 - i. Contractor’s Capacity to Perform: The Contractor shall ensure their capacity to perform work under this contract, regardless of other contractual responsibilities to the City or elsewhere. The Contractor shall be capable of commencing work within the scheduled time frame. The successful Contractor will be responsible to ensure adequate resources (personnel and equipment) are available to accomplish all work within the specified timeframe and to the City’s satisfaction.
 - ii. Experienced, Qualified Personnel: The Contractor shall provide competent, experienced, qualified and properly trained personnel to perform on-demand diagnostic and repair work as requested by the City. Assigned Automotive Service Excellence (ASE) technicians shall provide and perform all repairs, including but not limited to: engine work, brake work, front alignment and rear alignments. Automotive Service Excellence (ASE) technicians shall possess a current and valid certification and maintain their credentials throughout the contract term. Assigned technicians performing preventative maintenance may not be required to possess a valid ASE certification although the City prefers this expertise.
 - iii. Safety is a paramount to all operations. Contractor and personnel shall adhere to all applicable OSHA and VOSH standards and laws to ensure a safe work environment for City employees, visitors, citizens and Contractor personnel while performing work for the City of Winchester. To further ensure the utmost safety is followed, the City requires the following:
 - 1. Licensed Operators: In order to move vehicles around your lot, the City expects qualified technicians possessing a valid, current driver’s license and

if necessary, Commercial Driver's License (CDL) in accordance with the provisions of current Virginia law, or the governing law of the business.

2. **Accidents:** The Contractor shall immediately notify the requesting department of all accidents. The driver should not leave the scene until released by law enforcement and followed up by completing a field report, including pictures to document the situation. The City expects all insurance claims to be reported or handled within twenty-four (24) hours of the accident.
- iv. **Communication:** The City expects responsive, timely communications regarding the status of all vehicle repairs and maintenance in order to limit delays and maximize productive use of City resources and personnel. A contractor supervisor shall provide a cellular phone number or direct dial number for quick updates and communication. City employees are required to advise contractor personnel whenever a City vehicle is dropped off for service and likewise, an estimated time of completion shall be given to the City employee.
- f. **MATERIAL AND QUALITY OF WORKMANSHIP:** All contractor services and employees shall perform quality work according to the prevailing professional, ethical and business standards of the industry and to the satisfaction of the City of Winchester. Contractor shall guarantee all work be performed in accordance with the manufacturer's recommendations and standards, or by the enclosed Scope of Services, or by amendment or written directive of the Purchasing Agent or designee. Contractor shall implement safeguards to eliminate accidents, down time and mistakes, while promoting quality workmanship in adherence to all local, state and federal laws as applicable.
 - i. **Parts, Materials and Service - Original Equipment Manufacturer (OEM):**
 1. The City expects all parts and service performed under this contract to be in accordance with or exceed OEM specifications, warranties and recommendations.
 2. All parts shall be new, OEM or a national brand name unless approved in writing by the requesting Department Head, or designee.
 - g. **SERVICE SPECIFICATIONS & DELIVERABLES:** Preventative maintenance, routine maintenance, scheduled maintenance, emergency repairs, and scheduled repairs shall be performed at the successful bidder(s) facility meeting all manufacturer maintenance, repair and parts requirements on the City's fleet of small vehicles.
 - i. **General Statement of Needs:**
 1. Maintain a computerized record system with a file for each fleet vehicle, showing all work performed, date(s), parts used, etc.
 2. Provide all labor, materials, equipment, tools and facilities necessary to perform the requested automotive repairs and/or maintenance.
 3. Maintenance invoices, i.e. express oil change, tire rotation, etc., shall be on a "fixed price" basis plus any additional parts or service, for the authorized work.
 4. Repair invoices shall be on a "time and materials" basis as follows:
 - a. **All time shall be individually listed** and billed based on the hourly rate per employee.
 - i. Labor time shall be in accordance with the latest edition of the Mitchell1, Mechanical Labor Estimating Guide, or equivalent publication.
 - b. **All parts and materials shall be individually listed** and billed at the Published Price List from the Manufacturer/Distributor less the Contractor's discount.

- i. City of Winchester reserves the right to randomly request a copy of Contractor's published price list to govern the percentage markup. A pattern of overcharges shall be grounds for termination of the contractual relationship.
 - ii. In the event the Contractor is required to perform work other than Monday through Friday from 7:30 a.m. to 5:00 p.m. and emergency calls, the Contractor shall charge no more than 1 ½ times the fixed hourly rate for the individual performing the service. This rate shall only be charged with prior authorization from the City of Winchester.
5. Security for Emergency Response Group, including marked and unmarked police and sheriff cruisers, and fire and rescue vehicles, shall be secured by the Contractor, including the confidential nature of these vehicles. Security shall include:
 - a. Control of idle discussion about these vehicles
 - b. Prohibition of handling and tampering with special equipment
 - c. Integrity of mechanics and staff
 - d. Overnight storage in the garage bays and none of these vehicles may be left outside.
6. Security of Non-emergency Response Group vehicles may be stored outside in a lighted and/or secure area on the Contractor's premise.

ii. Mandatory Response Times:

1. Scheduled Repairs: Contractor shall complete service within forty-eight (48) hours, or at such an interval or schedule as mutually agreed upon by the Contractor and the City of Winchester.
2. Express Oil Change Service Only: Contractor shall respond while employee waits for servicing. Servicing shall be complete within 45 minutes or less.
3. Scheduled Routine Maintenance Service Only: Contractor shall complete requested work within a eight (8) hour work day.
4. Emergency Repairs: Contractor shall complete requested work within twenty-four (24) hours, or at such an interval or schedule as mutually agreed upon by the Contractor and the City of Winchester.

iii. Additional Services:

1. Towing services: The City may require periodic flatbed or open trailer towing services to a designated automotive repair facility. All labor, equipment, materials, tools, and transportation necessary to provide towing shall be included in the fixed fee.
2. Additional automotive consultation or related services may be requested and negotiated as needed.

h. **REPAIRS & ESTIMATES:**

- i. Repairs: The Contractor will be paid separately for Department-approved diagnostic and repair work discovered during preventative, routine or scheduled maintenance work only when those repairs are previously approved in writing. Each repair will be reported, including a detailed written cost estimate and documented separately, as outlined within Special Term and Condition, Part s. The Department reserves the right to address these repair issues in any way the Department deems suitable.
 1. All labor, overhead and incidentals for this contract shall be included in the hourly rate.

2. The contractor shall make every effort to complete repairs on-site during the preventative maintenance work period and only upon written approval of the estimate by the requesting Department's designee.
 3. All diagnostic services requiring removal of equipment from the site shall be quoted as a not-to-exceed price before City property is removed from the successful bidder's facility; quotation shall include pick-up, delivery, and freight. The Department reserves the right to require the contractor to submit documentation to justify labor, material, equipment, freight, travel, expense, and third party services charges for this repair work.
- ii. Estimates: The Contractor shall provide written estimates **on all scheduled repairs or preventative maintenance repairs over \$500.00**, except on approved emergency repairs or unless the requesting Department Head or designee requests an estimate regardless of the price or type of work to be performed. Special Term and Condition, Part s provides additional information.
1. The Contractor shall respond to requests for unscheduled estimates for non-emergency work within two (2) days and provide written estimates within five (5) days.
 2. Non-emergency work exceeding \$5,000 in value shall only be performed with City of Winchester's written authorization by issuance of a Purchase Order.
 3. Actual work shall not exceed the Contractor's estimate without prior written authorization by City of Winchester.
 4. City of Winchester will periodically spot check estimates to determine if the Contractor has provided the lowest reasonable price for the requested services.
 5. Unreasonable estimates shall be deemed a cause to terminate this contract.
 6. If the Contractor submits more than three (3) estimates in one year that exceed a reasonable, fair price by 15%, this shall be cause for termination of the contract.
- i. **GUARANTEE:**
- i. The Contractor shall guarantee all workmanship for a period of one (1) year from the date of final acceptance.
 - ii. The Contractor shall guarantee all materials per manufacturer's warranty.
 - iii. Upon notification, the Contractor shall correct such defects and/or deficiencies at his/her expense within seventy-two (72) hours.
 - iv. Final acceptance does not relieve the Contractor from responsibility for latent defects or deficiencies.
 - v. All manufacturers' warranties/guarantees must be put in the name of the Owner, City of Winchester, and all paperwork must be turned over to City of Winchester.
- j. **CONTRACT ADMINISTRATION:**
- i. Each requesting department shall assign a Contract Administrator upon placing a service request and the individual shall be delegated to perform these duties as outlined: ordering, monitoring of progress, inspection and acceptance, quality assurance, invoice payment and scheduling of services.
 - ii. Acceptance:

1. The requesting department has ten (10) business days from time of delivery to Accept the product and ensure compliance to all City specifications, manufacturer recommendations, and applicable state and federal guidelines and laws.
 2. If work is rejected in whole or in part due to poor quality or workmanship then City shall outline in writing the problem and notify the Contractor.
 - a. Time requirement:
 - I. When the Contractor is notified in writing by the City of non-acceptance, the Contractor shall have five (5) business days to correct the problem. The Department Head or designee may extend this period if agreed upon in writing by both parties.
- iii. Contract Officer:
1. Shall be: Steven Corbit, Purchasing Agent, Finance Department, 15 N. Cameron Street, Winchester VA 22601. 540-667-2378. Duties include: making decisions for dispute resolution, administering change orders and amendments, executing supplemental agreements, and authorizing contract renewal.

VII. BID FORM

**ITB # 201803
PROVIDE ROUTINE REPAIRS AND PREVENTATIVE MAINTENANCE
FOR SMALL FLEET VEHICLES**

This Bid Sheet, completely filled out, in a sealed envelope, with the ITB #, the ITB name, and Bidder's name clearly marked on the outside of the envelope must be received in the Finance Department – Purchasing Division – 15 North Cameron Street, Rouss City Hall, Winchester, VA 22601 by 2:00 p.m. local time on xxxxxxxx.

These rates shall be binding upon award.

Express Oil Change Service:

1. Price for Standard Sedan Express Oil Change Service per Specifications: \$_____
2. Price for 4x4 Truck, SUV Express Oil Change Service per Specifications: \$_____
3. Price for an Additional Quart of Oil: \$_____
4. List Brand Name of Oil: _____
5. List Brand Name of Oil Filter: _____
6. All additional parts and materials will be billed at the Published Price List from the Manufacturer/Distributor less a _____% discount.

Routine Maintenance:

7. Price for Oil Change, per Specifications: \$_____
8. List Brand Name of Oil: _____
9. List Brand Name of Oil Filter: _____
10. Price for All Tires Rotated: \$_____
11. Price for Standard Coolant Flush and Replacement: \$_____
12. Price for 2wd Front and Rear, Tire Alignment: \$_____
13. Price for 4wd Front and Rear, Tire Alignment: \$_____
14. All additional parts and materials will be billed at the Published Price List from the Manufacturer/Distributor less a _____% discount.

Scheduled Repairs:

15. Hourly Rate for an ASE Mechanic: \$_____
16. Hourly Rate for a non-ASE Mechanic: \$_____
17. Hourly Rate for a Laborer (Helper): \$_____
18. All parts and materials will be billed at the Published Price List from the Manufacturer/Distributor less a _____% discount.

Optional Service - Towing:

19. Fixed Price for Towing Small Vehicle within City Limits: \$ _____

Provide all other applicable rates as appropriate for this contract.

- Firm Provide All Certifications and/or Licenses? YES NO
 - Agreeable to all Specifications and Special Terms & conditions? YES NO
(If you checked 'No', then follow Section III-Exceptions to the Specifications)
-

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX No.: _____

EMAIL: _____

Tax ID NO. _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Form will result in a non-responsive bid.

VIII. SPECIAL TERMS AND CONDITIONS

- a. **AWARD:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the City of Winchester. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. Ability to meet response time requirement will be an additional determining factor and part of the award process. The City of Winchester reserves the right to conduct any tests it may deem advisable and to make all evaluations. 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 of Winchester also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- b. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified. Provide for ALL licensed ASE certificate holders at your primary shop that will service City vehicles.

ASE Certificate (enclose a copy for each assigned employee):

Contractor Name: _____

Subcontractor Name: _____

License # _____ Type _____

- c. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- d. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- e. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent or designee. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Purchasing Agent, or designee the names, qualifications and experience of their proposed subcontractors. The contractor 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.

- f. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the City of Winchester, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

- g. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized contract administrator that the work is fully operational and in compliance with contract specifications and manufacturer recommendations. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

- h. **COOPERATIVE PROCUREMENT:** Any successful Bidder/Offeror, may at his sole discretion, allow any public body, locality, authority, agency, and school board of the Commonwealth to participate in the Invitation to Bid for the purpose of combining requirements to increase efficiency or reduce administrative expenses.

- i. **REFERENCES:** Bidders shall provide a list of at least five (5) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

| | <u>ORGANIZATION</u> | <u>ADDRESS</u> | <u>CONTACT PERSON</u> | <u>TELEPHONE</u> |
|----|---------------------|----------------|-----------------------|------------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ |

- j. **EXTRA CHARGES NOT ALLOWED:** The lump sum unit prices shall be for complete preventative maintenance service and shall include all applicable labor, freight, overhead, parts, fluids, and installation charges; extra charges will not be allowed.

k. **PROTECTION OF PERSONS AND PROPERTY:**

1. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the contractor's operation in connection with the work.
2. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with their work.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
4. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner and public property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss.

l. **SUPERINTENDENCE BY CONTRACTOR:**

1. The contractor shall have a competent representative, satisfactory to the City, for all maintenance and repair services during the progress of the work. The contractor shall be responsible for all means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the City, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
2. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the City or the City's separate contractors and their subcontractors.
3. The City may, in writing, require the contractor to remove from the work any employee the City deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

- m. **REMOVAL OF DEBRIS:** The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up the interior and exterior of the City vehicle and remove all refuse,

rubbish, scrap material, and debris upon completion of the project work. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

- n. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the vehicles in complete operational condition, per manufacturer recommendations.
- o. **RENEWAL OF CONTRACT:** This contract may be renewed by the City of Winchester for five (5) twelve (12) month successive periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the City of Winchester's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - 1. If the City of Winchester elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - 2. If during any subsequent renewal periods, the City of Winchester elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- p. **REPAIR WORK ESTIMATES (TIME AND MATERIAL):** When repairs are required, the contractor shall furnish the City with a binding written estimate of the total costs to complete the work required. The contractor is responsible for collecting all information to assess and write an accurate estimate for the repairs needed. The estimate must include the labor category(ies), the estimated time of completion, contractor's hourly rates specified in the contract, inventory of replacement or repair parts and materials, and the total parts and material cost. Parts and material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the City determines that the estimated price is not fair and reasonable, the City has the right to ask the contractor to re-evaluate the estimate. If the revised estimate is determined to be not fair or reasonable, then City reserves the right to obtain additional quotes from other vendors. A field purchase order or purchase order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate by reference into the terms and conditions of this contract. The contractor and his/her personnel shall communicate with the requesting Department designee each day before and after work to confirm labor hours and work progress. The City reserves the right to purchase off contract, if it is in the best interests of the City.
- q. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Winchester by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

IX. CITY OF WINCHESTER -REQUIRED GENERAL TERMS AND CONDITIONS

- A. APPLICABLE LAWS AND COURTS
- B. ANTI-DISCRIMINATION
- C. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. SEVERABILITY
- P. CHANGES TO THE CONTRACT
- Q. DEFAULT
- R. TAXES
- S. USE OF BRAND NAMES
- T. TRANSPORTATION AND PACKAGING
- U. INSURANCE
- V. ANNOUNCEMENT OF AWARD
- W. DRUG-FREE WORKPLACE
- X. NONDISCRIMINATION OF CONTRACTORS
- Y. AVAILABILITY OF FUNDS
- Z. LICENSES AND PERMITS
- AZ. TERMINATION
- BZ. HOLD HARMLESS INDEMNIFICATION
- CZ. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
- DZ. BID PRICE CURRENCY

These General Terms and Conditions are required for all sealed and unsealed written or verbal solicitations issued by the City of Winchester for procurements that are subject to the Winchester City Code unless changed, deleted or revised by the City Attorney.

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute following the Winchester City Code, Chapter 21-61. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City of Winchester 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*).

In every contract over \$10,000 the provisions in 1. and 2. 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 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 these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **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 (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (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.
- E. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town or County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Winchester 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 goods or services purchased or acquired by the City of Winchester under said contract.
- H. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official City form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal; however, the City of Winchester reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent, or designee.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) 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 goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which 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.
- 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, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Winchester shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency 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 awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City of Winchester for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City of Winchester, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Winchester.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 and take precedence.

The City's procurement, Contractor's response and written negotiation summary shall form part of the Contract. In the case of conflicts, discrepancies, errors or omissions among the City's procurement, the Contractor's response, written negotiation summary and the main body of the Contract, the documents and amendments to them shall take precedence and govern in the following order:

1. Contract
2. Negotiation Summary
3. City's Procurement Document(s)
4. Contractor's Response
5. Other Documents

- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: The City of Winchester may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City of Winchester all such information and data for this purpose as may be requested. The City of Winchester reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City of Winchester further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City of Winchester that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION**: The City of Winchester reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Winchester.
- O. **SEVERABILITY OF CONTRACT**: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- P. **CHANGES TO THE CONTRACT**:
1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater, without the advance written approval of the City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer (Winchester City Code 21-44).
 2. Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The City of Winchester may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City of Winchester a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City of Winchester's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Winchester with all vouchers and records of expenses incurred and savings realized. The City of Winchester shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Winchester within thirty (30) days from the date of receipt of the written order from the City of Winchester. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this

contract or, if there is none, in accordance with the disputes provisions of the City of Winchester Code. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City of Winchester or with the performance of the contract generally.

- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Winchester, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Winchester may have.
- R. **TAXES:** Sales to the City of Winchester are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
- S. **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 public body, 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 of Winchester 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.
- T. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- U. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror 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 bidder or offeror further certifies that the contractor 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of Winchester 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. The insurer must have an A.M. Best rating of A- or better.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Winchester must be named as an additional insured and so endorsed on the policy by the insurer. A notation on the certificate of insurance is not sufficient.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

| <u>Profession/Service</u> | <u>Limits</u> |
|---|---|
| Accounting | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| Architecture | \$2,000,000 per occurrence, \$6,000,000 aggregate |
| Asbestos Design, Inspection or Abatement Contractors | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) | \$1,925,000 per occurrence, \$3,000,000 aggregate |
| (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .) | |
| Insurance/Risk Management | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| Landscape/Architecture | \$1,000,000 per occurrence, \$1,000,000 aggregate |
| Legal | \$1,000,000 per occurrence, \$5,000,000 aggregate |
| Professional Engineer | \$2,000,000 per occurrence, \$6,000,000 aggregate |
| Surveying | \$1,000,000 per occurrence, \$1,000,000 aggregate |

- V. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agent will publicly post such notice on the City of Winchester's web site (www.winchesterva.gov/purchasing) for a minimum of 10 days.
- W. **DRUG-FREE WORKPLACE:** 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.

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

- X. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- Y. **AVAILABILITY OF FUNDS:** In the event that funds are not appropriated for this Contract for any City fiscal year, following the City's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the City providing written notice to the Contractor prior to the date of

termination. The City shall not consider termination of the Contract pursuant to this section default. Upon such termination, the City shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

- Z. **LICENSES AND PERMITS:** Contractors will be responsible for all licenses and permits, if required. Any person, firm, or corporation responding to the City's procurement which is required to have a current and valid City of Winchester business license and, in fact, does not, will not be considered a "responsive bidder" as such term is defined by the Code of Virginia §2.2-4301, as amended. Any bid received from such an entity may be rejected, at the City's sole option, for that reason alone. In addition, the successful bidder or offeror will be required to produce affirmative evidence, satisfactory to the Purchasing Agent, or designee that it has such a license, or is not required to have such a license, prior to approval and execution of any contract to perform the work herein described.
- AZ **TERMINATION:**
- a. Termination for Convenience: The City of Winchester may terminate a contract, in whole or in part, whenever the City OF Winchester determines that such termination is in the best interest of the City of Winchester, without showing cause, upon giving ten (10) days written notice to the vendor.
 - b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the City of Winchester may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City of Winchester. The Vendor will be paid for work satisfactorily performed prior to termination.
- BZ **HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind (including claims for attorney's fees) brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.
- CZ. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor 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 will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors 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 agency of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- DZ. **BID PRICE CURRENCY:** Prices are to be stated in US dollars unless otherwise specified in the solicitation.