1. SPECIFICATIONS

1.1. Background

Provide and installation a clear span structure (open web truss building) that is 85x60 with 5 trusses. Building to be installed on 6' tall blocks currently in place. Building to remain open on both end walls.

NO VALUE

1.2. Bid Form

Delivery F.O.B: 802 Forest Lawn Dr, Richmond, VA 23227

Required Time for Delivery: December 31, 2026

<DESCRIBE HOW PRICING SHOULD BE PRESENTED ON THE BID FORM. IF NEEDED, INCLUDE A STATEMENT THAT INDICATES "The quantities shown are estimates only and the City reserves the right to purchase only its requirements whatever the quantity may be, plus or minus, during the period specified.">

Unit Price Sheet

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Structure	1	Each		
2	Installation	1	Each		
	Total				

Columns

1.3. Statement of Work

1.3.1. Fabric Structure

1. Structure size shall be 85' wide X 60' High.
2. Structure shall have five (5) trusses.
3. Structure shall have flame retardant (FR) fabric.
4. Structure frame shall be made of steel.
5. Structure shall have open ends.

6. Area 50' around structure shall be clear.
7. Structure shall be installed at 802 Forest Lawn Dr. Richmond, VA 23227.
8. Structure shall be installed no later than April 1, 2027
9. Installation shall be coordinated with City designated project manager.
10. Contractor shall refer to attached image (attachment G) for reference.

1.2. Bid Form

Delivery F.O.B: 802 Forest Lawn Dr, Richmond, VA 23227

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2. INSTRUCTIONS TO BIDDERS

2.1. Authorized Signature

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

2.2. Award

The City will make the award to the lowest acceptable quote as required by Richmond City Code section 21-37. Whenever the City, in its sole discretion, deems it to be in the City's best interest to do so, the City reserves the right:

1. To conduct any test it deems advisable.
2. To make all evaluations necessary.
3. To cancel this solicitation or to reject any or all bids, in whole or in part.
4. To waive informalities as authorized.
5. To delete items prior to making the award.
6. To award to more than one bidder.

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

2.3. Bidders Not Debarred

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

2.4. Contractor Misrepresentation

1. If any bidder knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding any Purchase Order awarded under this solicitation to that bidder.

2.5. Delivery and Time for Holding of Bid

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

2.6. Descriptive Literature

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

2.7. Disqualification Due to Participation in Preparation of Solicitation

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

Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

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

1. By signing and submitting its bid in response to this Request for Quotes, the bidder certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The bidder certifies that its bid is made without collusion or fraud and that the bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid and that the bidder has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The bidder agrees that if such warranty is in any respect breached, the bidder will pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under the bidder's bid.
2. By signing and submitting its bid in response to this Request for Quotes, the bidder represents and warrants that it is in compliance with the provisions of **subsection C** and, further, that the bidder's firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the bidder's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Quotes and any resulting contract award by the City.
3. The bidder warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the bidder to solicit or secure award under this Request for Quotes and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the bidder any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award under this Request for Quotes. For breach or violation of this warranty, the City shall have the right to annul or void the Purchase Order without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.9. Exceptions

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

2.10. Incorporation of Policies and Procedures

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

2.11. Licenses, Permits, and Fees

All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

2.12. Withdrawal of Bids

1. **CONDITIONS FOR WITHDRAWAL**
    1. Pursuant to section 21-53(d) of the Code of the City of Richmond, a bidder may withdraw the bidder's bid after the deadline fixed in this Request for Quotes for the receipt of bids only for the reasons set forth in subsections (a) and (b) of section 21-53 of the Code of the City of Richmond and the provisions of **this section 2.12**.
2. **PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE**
    1. Bids will be opened on the date and at the time fixed in the Request for Quotes, as amended by any addendum. Bids are usually opened at the time of the deadline for the receipt of bids fixed in the Request for Quotes, as amended by any addendum.
    2. The bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure and shall submit the bidder's original work papers, documents and materials used in the preparation of the bid with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in **this section 2.12**. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.
    3. The failure of a bidder to submit the bidder's original work papers, documents and materials used in the preparation of the bidder's bid at or prior to the time fixed for the opening of bids constitutes a waiver by the bidder of the bidder's right to withdraw the bidder's bid due to an error or mistake.
    4. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section when the result would be the awarding of the Purchase Order on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
    5. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this **section 2.12**, the lowest remaining bid shall be deemed to be the low bid.
    6. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person to whom the Purchase Order is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Purchase Order was awarded

and the withdrawing bidder are jointly liable to the City in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.

7. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director's decision regarding the bidder's request to withdraw the bidder's bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of **this section 2.12**, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Purchase Order to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

3. **CONSEQUENCE IF BID NOT WITHDRAWN**
    1. If the bidder does not withdraw the bidder's bid as provided in **this section 2.12**, or if the bidder is not permitted to withdraw the bidder's bid as described **in section 2.12 B ("PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE")**, the City shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Purchase Order, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder's bid or offer.

2.13. Non-Discrimination

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

2.14. Oral Explanations or Interpretations

1. All inquiries requesting clarification of this Request for Quotes should be made through OpenGov. Because each bidder may have different needs for information, that bidder must make whatever inquiries it deems necessary in order to respond to the Request for Quotes. Inquiries that the Procurement Analyst determines to be pertinent to all solicited bidders will be answered by addenda to all solicited bidders.
2. No oral explanation in regard to the meaning of this Request for Quotes will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Quotes that is pertinent to all solicited bidders will be made only by an addendum duly issued by the City. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of bids.
3. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Quotes documents. Notice of the addenda will be duly provided by the City. If a bidder fails to acknowledge any addendum that (i) has a material effect on the bid (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that bidder's bid incomplete, and the bid thus may be rejected as non-responsive. The bidder shall acknowledge receipt of all addenda as part of its bid and on the form provided for that purpose by the City. The bidder shall be solely responsible for verifying the existence of all addenda items.
4. Any contact with any City representative concerning this Request for Quotes other than that outlined in subsection (A) of this section is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.

5. The Specifications and the Instructions to Bidders attached to this Request for Quotes are hereby expressly made a part of and incorporated into this Request for Quotes. The Specifications and the Instructions to Bidders shall be incorporated into any City Purchase Order that the City issues pursuant to this Request for Quotes. This Request for Quotes also includes a sample of the City's form Purchase Order as an attachment. All conditions contained in this attached form Purchase Order are hereby expressly made a part of and incorporated into this Request for Quotes.

2.15. Notice of Award

A contract is awarded only when the City issues a Purchase Order pursuant to this Request for Quotes. The Contracting Officer may provide notice of the City's decision to award a Purchase Order following the award of that Purchase Order by posting a notice of award on the website of the Department of Procurement Services. A notice of award means that the City has awarded a Purchase Order to the bidder named in the notice as of the date the notice is posted. Bidders are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.

2.16. Public Inspection of Records

1. All proceedings, records, contracts and other public records relating to the procurement transaction that this solicitation concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
2. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the bidder (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.
3. Budgets and price quotes are considered public information in bids submitted to the City. Classifying budgets and price quotes as "proprietary" or "confidential" may render the bid non-responsive. Classifying aspects of the bid that are not trade secrets or proprietary may render the bid non-responsive.
4. All bids submitted under this solicitation will become the property of the City and will not be returned.

2.17. Samples

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

2.18. State Corporation Commission Form

1. State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that accepts a Purchase Order from the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Purchase Order.
2. Each bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. Each bidder shall indicate the above information on the State Corporation Commission Form included with the Request for Quotes.
3. By signing its bid in response to this Request for Quotes, the bidder represents and warrants that all information the bidder submits on its completed State Corporation Commission Form is true and complete at the time the bidder submits its bid and will remain true and complete throughout the duration of any Purchase Order issued by the City resulting from this Request for Quotes. The bidder agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the bidder's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the bidder as demonstrating compliance.

2.19. Submission of Bids

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

2.20. Unit Pricing

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

2.21. Use of Brand Names

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

2.22. Duration of Contract

2.23. Contractor Responsibilities

2.23.1. Independent Contractor

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

2.23.2. Advertising

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

2.23.3. Anti-Kickback Provision

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

2.23.4. Century Compliance

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

2.23.5. Compliance with Laws

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

2.23.6. Contractor Misrepresentation

1. **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.23.7. Drug-Free Workplace

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

2.23.8. Human Rights

1. **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
2. The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:
    1. "It shall be an unlawful employment practice for an employer:
        1. to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

2. to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin."

2. By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

3. **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:
    1. During the performance of this Contract, the Contractor agrees as follows:
        1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
        2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
        3. 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. During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.23.9. Intellectual Property

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

2.23.10. Personnel

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

2.23.11. Property of Work

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

material to the City or destroy such data or material using a method approved by the City.

2.23.12. Faith-Based Organizations

The provisions of section 21-43 of the Code of the City of Richmond (2020), as amended, apply to this Contract.

2.24. Payment

2.24.1. Basis

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

2.24.2. Schedule

The Contractor shall invoice the City on a schedule in accordance with the pricing provisions set forth in the Contract Documents.

2.24.3. Terms

The City shall pay the Contractor as follows: Net 45 days.

2.24.4. Subject-to-Appropriations

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

2.24.5. When City Obligated to Pay

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

2.24.6. Offset Clause

Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

2.24.7. Taxes

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

2.24.8. Invoices

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

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

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

2.24.9. Payment by ACH

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

2.25. Indemnification and Insurance

2.25.1. Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and

attorneys' fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

2.25.2. Insurance

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

1. **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.
2. **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:
    1. Subrogation against the City shall be waived.
    2. The City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation and Professional Liability.
    3. Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.
    4. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.
    5. No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.
    6. All Certificates of Insurance shall show the Certificate Holder as:

        City of Richmond
        C/O myCOI
        P.O. Box #501970
        8710 Bash Street
        Indianapolis, IN 46256

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

Procurement Services.

4. **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this **section 3.4.2 (“Insurance”)**:
    1. Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
    2. Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
    3. Statutory Workers’ Compensation and Employers’ Liability Insurance with the Alternate Employer Endorsement WC 000301.
    4. Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per claim.

2.26. Assignment, Delegation and Subcontracting

2.26.1. By City

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

2.26.2. By Contractor

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

2.26.3. Subcontracting

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

2.27. Remedies and Termination

2.27.1. Default

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

2.27.2. Termination with Cause

1. **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
2. **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City's notice of termination with cause shall be deemed null and void.
3. **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

2.27.3. Termination without Cause

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

2.27.4. Termination by Contractor

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

2.27.5. Waiver

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

2.28. Dispute Resolution

2.28.1. Governing Law

All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

2.28.2. Construction and Interpretation

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

2.28.3. Contractual Claims

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

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

2.28.4. Alternative Dispute Resolution

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

2.28.5. Forum and Venue Choice

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

2.29. Miscellaneous Provisions

2.29.1. Audit

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

2.29.2. Captions

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

2.29.3. Force Majeure

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

2.29.4. Merger/Entire Agreement

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

2.29.5. Modification

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

2.29.6. No Third-Party Beneficiaries

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

2.29.7. Notices

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

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

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

2.29.8. Provisions Not Enforceable

Notwithstanding any provisions appearing in any documents incorporated into this Contract, none of the following provisions shall have any effect or be enforceable against the City:

1. Requiring the City to maintain any type of insurance either for the City's benefit or for the Contractor's benefit;
2. Renewing or extending the Contract beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the City waives or limits any warranties applicable to the Contractor's performance, including any implied, express, or statutory warranties;
4. Requiring the City to indemnify, hold harmless or defend the Contractor for third-party claims of any kind or waiving the City's sovereign immunity;
5. Imposing interest or finance charges greater than those specified in City Code § 21-9 / Va. Code § 2.2-4352, concerning prompt payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the Circuit Court of the City of Richmond, Virginia;
7. Requiring the City to pay liquidated damages, pay termination fees or charges, or make any payment for lost profits or lost revenues if the Contract is terminated before its ordinary term ends;
8. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by the City's Director of Procurement Services before the Contract is considered in effect;
9. Delaying the formation or effective date of the Contract beyond the date on which the City's Director of Procurement Services signs this Contract;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage, personal injury, wrongful death, or infringement of intellectual property rights;
12. Permitting unilateral modification of the Contract by the Contractor, or deeming the City to agree to a modification of the Contract by means other than affirmatively signing a contract modification on paper;
13. Binding the City to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the City to pay amounts beyond the maximum aggregate contract amount set forth in this Contract or any costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the City, a right to an injunction against the City greater than authorized by City Charter § 2.08, or a right to any other form of equitable relief not authorized by the Constitution or laws of the Commonwealth of Virginia;
16. Requiring the City to keep confidential any records subject to disclosure under the Virginia Freedom of Information Act or with respect to which the Contractor has not complied with the requirements of City Code § 21-5 / Va. Code § 2.2-4342;
17. Limiting the City's selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the City or any of its officers, employees, or agents is a named party;
18. Requiring any dispute resolution procedure other than in accordance with City Code § 21-167;
19. Requiring the City to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
20. Establishing a presumption of severe or irreparable harm to the Contractor by the actions or inactions of the City or any officer, employee, or agent thereof; and

21. Granting any right or incurring any obligation that is beyond the duly granted authority of the undersigned City representative to grant or incur on behalf of the City, or requiring the City to violate any applicable law or regulation; and
22. Making any party a third-party beneficiary to the Contract;
23. Permitting the Contractor to access any City records or data, except pursuant to court order or written authorization from the City;
24. Requiring that the City, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this Contract conveys any rights or interest in the City's data to the Contractor; and
26. Granting the Contractor or an agent of the Contractor the right to audit or examine the books, records, or accounts of the City.

2.30. Additional Special Terms and Conditions

2.30.1. Price Escalation/De-Escalation

A. The Department of Procurement Services may permit price adjustments for increases or decreases in the Contractor's costs. No price decrease or increase shall exceed the percentage decrease or increase in the Consumer Price Index for All Urban Consumers published by the United States Department of Labor's Bureau of Labor Statistics for the latest 12 months for which statistics are available at the time of the request for a price adjustment.

B. No price increase will be authorized for 365 calendar days after the Commencement Date of the Contract. Price escalation may be permitted only at the end of this period and each 365 calendar days thereafter and only where verified to the satisfaction of the Department of Procurement Services. The Contractor shall give not less than 30 calendar days advance written notice of any proposed price increase to the Department of Procurement Services. Any approved price increase will be effective only at the beginning of the calendar month following the end of the full 30 calendar day notification period.

C. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. The Contractor shall furnish the Department of Procurement Services with documentation for the Contractor's request for a price increase which will (i) verify that the requested price increase is general in scope and not applicable just to the City of Richmond or the Commonwealth of Virginia and (ii) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

D. The Department of Procurement Services will notify the using agencies and the Contractor in writing of the effective date of any price adjustment that it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices.

2.2. Award

The City will make the award to the lowest acceptable quote as required by Richmond City Code section 21-37. Whenever the City, in its sole discretion, deems it to be in the City's best interest to do so, the City reserves the right:

1. To conduct any test it deems advisable.
2. To make all evaluations necessary.
3. To cancel this solicitation or to reject any or all bids, in whole or in part.
4. To waive informalities as authorized.
5. To delete items prior to making the award.
6. To award to more than one bidder.

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

2.4. Contractor Misrepresentation

1. If any bidder knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding any Purchase Order awarded under this solicitation to that bidder.

2.5. Delivery and Time for Holding of Bid

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

2.6. Descriptive Literature

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

2.7. Disqualification Due to Participation in Preparation of Solicitation

1. City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.
2. For purposes of this **section 2.7** (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:
    1. Serving as a director or deputy director of the agency which has initiated the procurement;
    2. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
    3. Serving as the procurement manager for the agency which has initiated the procurement;
    4. Serving as the procurement officer in charge of the procurement;
    5. Assisting in the development of specifications for invitations for bids or requests for proposals;
    6. Attending an evaluation committee meeting that is closed to the public;
    7. Voting on or scoring a bid or proposal; or
    8. Any other participation in the procurement process which could lead to unfair advantage.
3. Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person’s participation in preparing that solicitation.
4. If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person’s firm shall be disqualified from responding to the solicitation for violating the City’s no contact policy because the person discussed the solicitation with a City representative other than the contract specialist responsible for the procurement.
5. In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this **section 2.7** (“Disqualification Due to Participation in Preparation of Solicitation”) and City Code § 21-281 may appeal the Chief Administrative Officer’s determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

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

1. By signing and submitting its bid in response to this Request for Quotes, the bidder certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The bidder certifies that its bid is made without collusion or fraud and that the bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid and that the bidder has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The bidder agrees that if such warranty is in any respect breached, the bidder will pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under the bidder’s bid.
2. By signing and submitting its bid in response to this Request for Quotes, the bidder represents and warrants that it is in compliance with the provisions of **subsection C** and, further, that the bidder’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of

interest to the City, and that there are no principals, officers, agents, employees, or representatives of the bidder's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Quotes and any resulting contract award by the City.

3. The bidder warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the bidder to solicit or secure award under this Request for Quotes and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the bidder any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award under this Request for Quotes. For breach or violation of this warranty, the City shall have the right to annul or void the Purchase Order without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.9. Exceptions

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

2.10. Incorporation of Policies and Procedures

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

2.11. Licenses, Permits, and Fees

All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

2.12. Withdrawal of Bids

1. **CONDITIONS FOR WITHDRAWAL**

1. Pursuant to section 21-53(d) of the Code of the City of Richmond, a bidder may withdraw the bidder's bid after the deadline fixed in this Request for Quotes for the receipt of bids only for the reasons set forth in subsections (a) and (b) of section 21-53 of the Code of the City of Richmond and the provisions of **this section 2.12**.

2. **PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE**

    1. Bids will be opened on the date and at the time fixed in the Request for Quotes, as amended by any addendum. Bids are usually opened at the time of the deadline for the receipt of bids fixed in the Request for Quotes, as amended by any addendum.
    2. The bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure and shall submit the bidder's original work papers, documents and materials used in the preparation of the bid with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in **this section 2.12**. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.
    3. The failure of a bidder to submit the bidder's original work papers, documents and materials used in the preparation of the bidder's bid at or prior to the time fixed for the opening of bids constitutes a waiver by the bidder of the bidder's right to withdraw the bidder's bid due to an error or mistake.
    4. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section when the result would be the awarding of the Purchase Order on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
    5. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this **section 2.12**, the lowest remaining bid shall be deemed to be the low bid.
    6. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person to whom the Purchase Order is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Purchase Order was awarded and the withdrawing bidder are jointly liable to the City in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.
    7. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director's decision regarding the bidder's request to withdraw the bidder's bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of **this section 2.12**, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Purchase Order to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

3. **CONSEQUENCE IF BID NOT WITHDRAWN**

    1. If the bidder does not withdraw the bidder's bid as provided in **this section 2.12**, or if the bidder is not permitted to withdraw the bidder's bid as described **in section 2.12 B ("PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE")**, the City shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Purchase Order, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder's bid or offer.

2.13. Non-Discrimination

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

2.14. Oral Explanations or Interpretations

1. All inquiries requesting clarification of this Request for Quotes should be made through OpenGov. Because each bidder may have different needs for information, that bidder must make whatever inquiries it deems necessary in order to respond to the Request for Quotes. Inquiries that the Procurement Analyst determines to be pertinent to all solicited bidders will be answered by addenda to all solicited bidders.
2. No oral explanation in regard to the meaning of this Request for Quotes will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Quotes that is pertinent to all solicited bidders will be made only by an addendum duly issued by the City. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of bids.
3. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Quotes documents. Notice of the addenda will be duly provided by the City. If a bidder fails to acknowledge any addendum that (i) has a material effect on the bid (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that bidder's bid incomplete, and the bid thus may be rejected as non-responsive. The bidder shall acknowledge receipt of all addenda as part of its bid and on the form provided for that purpose by the City. The bidder shall be solely responsible for verifying the existence of all addenda items.
4. Any contact with any City representative concerning this Request for Quotes other than that outlined in subsection (A) of this section is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.
5. The Specifications and the Instructions to Bidders attached to this Request for Quotes are hereby expressly made a part of and incorporated into this Request for Quotes. The Specifications and the Instructions to Bidders shall be incorporated into any City Purchase Order that the City issues pursuant to this Request for Quotes. This Request for Quotes also includes a sample of the City's form Purchase Order as an attachment. All conditions contained in this attached form Purchase Order are hereby expressly made a part of and incorporated into this Request for Quotes.

2.15. Notice of Award

A contract is awarded only when the City issues a Purchase Order pursuant to this Request for Quotes. The Contracting Officer may provide notice of the City's decision to award a Purchase Order following the award of that Purchase Order by posting a notice of award on the website of the Department of Procurement Services. A notice of award means that the City has awarded a Purchase Order to the bidder named in the notice as of the date the notice is posted. Bidders are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.

2.16. Public Inspection of Records

1. All proceedings, records, contracts and other public records relating to the procurement transaction that this solicitation concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
2. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the bidder (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.
3. Budgets and price quotes are considered public information in bids submitted to the City. Classifying budgets and price quotes as “proprietary” or “confidential” may render the bid non-responsive. Classifying aspects of the bid that are not trade secrets or proprietary may render the bid non-responsive.
4. All bids submitted under this solicitation will become the property of the City and will not be returned.

2.17. Samples

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

2.18. State Corporation Commission Form

1. State law requires most business entities to register with the Commonwealth of Virginia’s State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that accepts a Purchase Order from the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Purchase Order.
2. Each bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. Each bidder shall indicate the above information on the State Corporation Commission Form included with the Request for Quotes.
3. By signing its bid in response to this Request for Quotes, the bidder represents and warrants that all information the bidder submits on its completed State Corporation Commission Form is true and complete at the time the bidder submits its bid and will remain true and complete throughout the duration of any Purchase Order issued by the City resulting from this Request for Quotes. The bidder agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City’s use and acceptance of such form, or its acceptance of the

bidder's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the bidder as demonstrating compliance.

2.19. Submission of Bids

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

2.20. Unit Pricing

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

2.21. Use of Brand Names

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

2.22. Duration of Contract

2.23. Contractor Responsibilities

2.23.1. Independent Contractor

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

2.23.2. Advertising

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

2.23.3. Anti-Kickback Provision

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

2.23.4. Century Compliance

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

2.23.5. Compliance with Laws

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

2.23.6. Contractor Misrepresentation

1. **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.23.7. Drug-Free Workplace

1. **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the

requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

2. **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of **section 3.2.7 A ("Policy")** above.

2.23.8. Human Rights

1. **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
2. The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:
    1. "It shall be an unlawful employment practice for an employer:
        1. to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
        2. to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin."
    2. By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.
3. **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:
        1. During the performance of this Contract, the Contractor agrees as follows:
            1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
            2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
            3. 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. During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.23.9. Intellectual Property

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

2.23.10. Personnel

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

2.23.11. Property of Work

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

2.23.12. Faith-Based Organizations

The provisions of section 21-43 of the Code of the City of Richmond (2020), as amended, apply to this Contract.

2.24. Payment

2.24.1. Basis

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

2.24.2. Schedule

The Contractor shall invoice the City on a schedule in accordance with the pricing provisions set forth in the Contract Documents.

2.24.3. Terms

The City shall pay the Contractor as follows: Net 45 days.

2.24.4. Subject-to-Appropriations

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

2.24.5. When City Obligated to Pay

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

2.24.6. Offset Clause

Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

2.24.7. Taxes

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

2.24.8. Invoices

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

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

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

2.24.9. Payment by ACH

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

2.25. Indemnification and Insurance

2.25.1. Indemnification

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

2.25.2. Insurance

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

1. **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.
2. **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:
    1. Subrogation against the City shall be waived.
    2. The City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation and Professional Liability.
    3. Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.

4. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.
5. No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.
6. All Certificates of Insurance shall show the Certificate Holder as:

   City of Richmond
   C/O myCOI
   P.O. Box #501970
   8710 Bash Street
   Indianapolis, IN 46256

3. **Evidence to Be Furnished.**
   1. **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement naming the City and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this **section 3.4.2 ("Insurance")**. The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefore.
   2. **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. All certificates of insurance shall show the City's Contract Number.
   3. **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this **section 3.4.2 ("Insurance")** unless requested at any time by the City's Director of Procurement Services.
4. **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this **section 3.4.2 ("Insurance")**:
   1. Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
   2. Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
   3. Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
   4. Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per claim.

2.26. Assignment, Delegation and Subcontracting

2.26.1. By City

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

2.26.2. By Contractor

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

2.26.3. Subcontracting

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

2.27. Remedies and Termination

2.27.1. Default

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

2.27.2. Termination with Cause

1. **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
2. **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City's notice of termination with cause shall be deemed null and void.
3. **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

2.27.3. Termination without Cause

1. **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
2. **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the

Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

2.27.4. Termination by Contractor

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

2.27.5. Waiver

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

3.1. Vendor Questionnaire RFQ

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

☐ Please confirm

*Response required

2. Acknowledgment of Addenda*

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

☐ Please confirm

*Response required

3. Primary Contact*

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

Name
Title
Phone Number
Email Address

Enter response

*Response required

4. Secondary Contact - OPTIONAL

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

Name
Title
Phone Number
Email Address

Enter response

5. Signature Sheet*

Please upload your completed signature sheet.

*Response required

6. State Corporation Commission Form*

Please upload your completed State Corporation Commission Form.

*Response required

7. Consent to Accept Electronic Signatures*

Please upload your completed Consent to Accept Electronic Signatures.

*Response required

8. Bid Submittals

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

9. Debarment Certification*

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

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

☐ Please confirm

*Response required

10. Authorization to Transact Business in Virginia*

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

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

Enter response

*Response required

11. Proprietary Information*

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

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

*Response required

3.2. Attachments

- ☐ A - SIGNATURE SHEET - Request for Quotes
- ☐ B - STATEMENT OF NO OFFER - Request for Quotes
- ☐ C - STATE CORPORATION COMMISSION FORM
- ☐ D - CONSENT TO ACCEPT ELECTRONIC SIGNATURES
- ☐ E - myCOI Sample Certificate
- ☐ F - Purchase Order (PO) Terms & Conditions
- ☐ G - Reference Image
- ☐ H - Image of Site