INVITATION FOR BID #2016-060

HERBICIDE SERVICES FOR WEED CONTROL

DUE: 3:00 PM, APRIL 19, 2016

Invitation for Bid Prepared By:
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www.lynchburgva.gov

THE CITY OF LYNCHBURG
LYNCHBURG, VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Bidder: The general rules and conditions that follow apply to all purchases by the City of Lynchburg, through its Procurement Division and become a definite part of each formal solicitation, purchase order or other award issued by the Procurement Division, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk, and a bidder cannot secure relief from the conditions on the plea of error.)

Subject to all applicable laws, ordinances, policies, resolutions, regulations and all limitations imposed thereby, bids on all solicitations issued by the Procurement Division will bind bidders to the conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. DEFINITIONS: The definitions in the Virginia Public Procurement Act and Lynchburg Public Procurement Code apply. In addition, the following definitions apply to these General Conditions and Instructions to Bidders:

   a. BID: The written offer of a bidder to the City, submitted in response to a solicitation by the City, to provide the City specific goods or services at specified prices and/or other conditions specified in the solicitation, unless indicated to the contrary, as used herein, bid includes a bid submitted in response to an Invitation for Bid.

   b. BIDDER: Any person who submits a bid to the City.

   c. CITY: The City of Lynchburg, Virginia

   d. CONTRACTOR: Any person, including without limitation, any company, individual, firm, corporation, partnership joint venture, or other organization with which the City contracts.

   e. INVITATION FOR BID (IFB): A written request made to prospective vendors (bidders) for their bids on goods or services desired by the City when initiating Contractor selection by means of Competitive Sealed Bidding.

   f. NON-PROFESSIONAL SERVICES: Any services not specifically identified as professional services in the definition of professional services

   g. PROCUREMENT MANAGER: The Procurement Manager employed by the City.

   h. SOLICITATION: The document published by the City notifying the public and prospective bidders that the City is seeking vendors to submit bids to provide goods or services to the City and providing information regarding the procurement process, the City's requirements, and terms and conditions of any resulting contract.

   i. STATE: Commonwealth of Virginia.

SPECIFICATIONS

2. QUESTIONS OR COMMENTS: For City solicitations done through the Procurement Division, all contact between bidders or prospective bidders and the City shall be only with the Procurement Division. Any questions which may arise as a result of this solicitation may be addressed to Florence Randolph, Purchasing Technician, VCA at 434-455-3970 or by email to florence.randolph@lynchburgva.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this

solicitation with any other City representative, not expressly authorized elsewhere in this document, is prohibited. No bidder or potential bidder shall initiate or engage in any discussions with any other employee of the City or any member of the City Council while a solicitation is outstanding concerning the contents of such solicitation or with the intent to influence or interfere with the contract award authorized by and described in such solicitation. A violation hereof may result in the disqualification of such bidder.

3. ADDENDA: Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Procurement web site at http://www.lynchburgva.gov/current-solicitations. Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents. Oral answers shall not be authoritative and shall not provide any basis for reliance by a bidder.

4. BRAND NAME OR EQUAL ITEMS: Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named. Such a brand name conveys the general style, type, character and quality of the article desired, and any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended shall be accepted.

5. FORMAL SPECIFICATIONS: When an Invitation for Bid indicates that it is a "formal specification" (no substitute), or otherwise states that the article specified, and no other, shall be provided, then the bidder shall furnish the article in strict conformity with the specification and may not offer a purported equal or substitute. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission. The bidder shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever a specification requires articles, materials, or workmanship to conform to laws, ordinances, regulations, building codes, underwriter laboratory standards, ASTM standards, or similar law or standards, the specification shall be construed to require at least the minimum acceptable standard allowed by the cited law or standard under the circumstances unless otherwise indicated.

6. OMISSIONS AND DISCREPANCIES: Unless otherwise indicated, any specification for an item of equipment shall be interpreted to include not only the item of equipment specified, but also those parts, items, appurtenances and accessories reasonably necessary to make the equipment complete and working.

BID PROCESS

7. TIME FOR RECEIVING BIDS: All sealed bids will be received in the Procurement Division Office, Third Floor, City Hall. It is the responsibility of the bidder to ensure bids are received by Procurement Staff and time stamped prior to the deadline for bids. Bids received prior to the time of opening will be securely kept unopened. No responsibility will be attached to the Procurement Division for the premature opening of a bid not properly addressed, received, and identified. Any bid opened prematurely will be resealed and kept securely until the time of opening. Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail. Late bids will not be accepted and will be returned unopened.

8. SIGNATURE: All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.

9. BID BONDS: Only when specifically requested in the bid documents shall each bid be accompanied by a bid

bond with surety satisfactory to the City or a Cashier's or a Certified Check, made payable to the City of Lynchburg. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the City. Bids received without a bid bond, when specifically requested, shall be rejected.

10. BID MODIFICATION AND WITHDRAWAL: Any bidder may withdraw or modify its bid, in writing containing the original signature of the bidder, which writing must be received by the City prior to the date and time set for submission of bids. Withdrawal or modification must be in writing and be delivered by one of the following means: (i) hand delivery by the bidder itself, a courier, or other delivery service; (ii) by mail (no consideration shall be given to any postmark); or (iii) by marking(s) on the exterior of the bid submission envelope, but only if the marking is dated and includes the original signature of the bidder. Written modifications of bids should not reveal the bid price contained in the previously submitted sealed bid, but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the bid will not be known to the City until the sealed bids are opened. Modifications shall be on the interior envelope and sealed prior to submittal. No bid shall be altered or amended after the specified time for opening.

11. BIDDERS PRESENT: At the time fixed for the opening of sealed bids, their contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for inspection in the Procurement Division during regular City business hours by bidders prior to award (unless a determination is made not to make an award) and by the general public after an award is made. The City will post all notices of award to the Procurement Website.

12. WITHDRAWAL OF BIDS: A bidder may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which can be clearly shown by objective evidence drawn from inspection of original working papers, documents and materials used in the preparation of the bid sought to be withdrawn. The following procedure as stated in Section 18.1-11 of the Lynchburg Procurement Code shall be used to request withdrawal of a bid:

a. To withdraw a bid after bid opening due to error, a bidder must satisfy the substantive requirements of Va. Code §2.2-4330. In addition, the following procedures shall apply:

1. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

2. The mistake may be proved only from the original work papers, documents and materials delivered as required herein.

b. This section shall be deemed to be incorporated automatically into all invitations to bid issued by the city pursuant to the Lynchburg public procurement code. Nonetheless, the city manager or his designee(s) should ensure that this section is set out in all invitations to bid.

If a bid is withdrawn under the authority of this section and the solicitation is not cancelled, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to or perform any contract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

13. ERRORS IN BID: When an error is made in extending the total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid otherwise will not

relieve the bidder. Bidders are cautioned to recheck their bids for possible errors. Errors discovered after public opening cannot be corrected, and the bidder will be required to perform if his bid is accepted, unless the bidder successfully withdraws its bid in accordance with paragraph 12, Withdrawal of Bids.

14. BIDDERS INTERESTED IN MORE THAN ONE BID: If more than one bid is offered by any one person, by or in the name of their clerk, partner, firm, or corporation, all such bids may be rejected. A contractor who has quoted prices on work or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, material or supplies.

15. TAX EXEMPTION: The City of Lynchburg is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the City for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the City on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.

16. PROPRIETARY INFORMATION: Section 2.2-4342-F of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids not in compliance with section 2.2-4342F will be subject to disclosure.

17. GOVERNING LAW: Any contract resulting from this Invitation for Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for the City of Lynchburg.

AWARD

18. AWARD DECISION: Before the Contract is awarded, the bidder submitting the lowest responsive bid must satisfy the City that it has the requisite organization, capital, equipment, ability, resources, personnel, management, business integrity, and experience in the type municipal work for which it has submitted a bid. The bidder shall verify to the City that it has the sufficient and qualified personnel to provide for the Contract Work. Failure by the lowest responsive bidder to sufficiently satisfy the City of its ability to meet any of the above requirements may serve as grounds for rejection of the bid.

    The Owner reserves the right to cancel the Advertisement for Bids, reject any and all bids, waive any and all informalities, and disregard all conforming, nonconforming, conditional bids or counterproposals.

19. FACTORS OTHER THAN PRICE IN AWARD DECISION: The following factors in addition to price (as they apply) shall be a consideration in the award decision:

    a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The City may contact all references furnished by bidders. The right is further reserved by the City to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the City, a bidder is determined to be non responsible as a result of any investigation conducted by or for the City, award will not be made to that bidder.

b. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.

c. Whether the bidder is in arrears on a debt or contract or is in default on a security to the City or whether the bidder's county taxes or assessments are delinquent.

d. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the City.

e. The timely completion of previous contracts for services or the timely delivery of past orders for goods.

f. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

g. The City reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the City in determining bidder's capabilities of successfully administering the contract.

h. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.

i. The resale value, life cycle costing and value analysis of a product.

j. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.

k. Timely delivery of goods or timely completion of services as stated by bidder.

l. Substantial compliance or noncompliance with specifications set forth in bid as determined by the City.

m. Inventory capability as it relates to a particular bid.

n. Results of product testing.

o. Such other information as may be secured by the Procurement Manager having a bearing on the decision to award the contract.

20. AVAILABLE FUNDS: If the bid from the lowest responsible, responsive bidder exceeds available funding, pursuant to Section 18.1-9 of the Lynchburg Public Procurement Code, the Owner may negotiate with the apparent low bidder to obtain a contract price within available funds.

21. NOTICE OF AWARD/CONTRACT DOCUMENTS: A Notice of Award will be posted to the City's Procurement website within the time for acceptance specified in the solicitation shall be deemed to result in a contract binding on the bidder. To the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:

a. City Solicitation Form/Award Notice and other documents which may be incorporated by reference, if applicable.

b. General Conditions and Instructions to Bidders.

c. Special Provisions.

d. Pricing Schedule.

e. Any Addenda/Amendments.

f. Purchase Order.

22. TIE BIDS: In the case of a tie bid, the City may give preference to goods, services, and construction produced in the City or provided by persons, firms or corporations having principal places of business in the City. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth

pursuant to Section 2.2-4324 of the Code of Virginia. If no City or Commonwealth choice is available, the tie shall be decided by lot.

23. PROMPT PAYMENT DISCOUNT: If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an approved invoice by the City.

24. INSPECTION-ACCEPTANCE: The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the City. In the event the goods and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.

25. DEFINITE BID QUANTITIES: Subject to the City's right to termination for convenience, where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Procurement Manager with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

26. REQUIREMENTS BID QUANTITIES: On "Requirement" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

    a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City as to any minimum or total amount that may or may not be purchased from any resulting contracts.

    b. The City reserves the right, at its sole option, to renew the contract for consecutive terms.

    c. The City reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.

    d. The City may award a bid to a single contractor or to multiple contractors.

    e. The City reserves the right not to renew the contract at the end of the initial term or any subsequent term.

    f. The City reserves the right to terminate the contract upon written notice to the contractor(s).

    g. In the event that a requirements contract is awarded for goods and/or services, the City reserves the right to bid individual bulk purchases if the City deems it will best serve their interest.

    h. It is understood and agreed to between the parties in a resulting contract that the City shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.

    i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

    j. The City has the right to extend this contract up to and not to exceed one hundred eighty (180) days following any term of the contract.

27. SCHOOL BOARD: When goods and/or services are for the benefit of Lynchburg City Schools, the contract shall be entered into on behalf of the Lynchburg City School Board.

CONTRACT PROVISIONS

28. TERMINATION OF CONTRACTS: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met unless:

    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the City for convenience or cause, or upon termination by Contractor for material breach by the City.

    b. Extended upon written authorization of the Procurement Manager and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

29. TERMINATION FOR CONVENIENCE: A contract may be terminated by the City in accordance with this clause in whole or in part whenever the Procurement Manager shall determine that such a termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor at least (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. An adjustment in the contract price shall be made to compensate the contractor for his/her actual costs incurred in performance prior to termination that, as determined in the City's discretion, are reasonable, allocable, and allowable, plus a reasonable amount of profit on such costs. In no event shall the City be liable to the contractor for anticipated profits for unperformed work or undelivered goods or for any consequential, special, incidental, or punitive damages of any kind. In no event shall the City be liable for any amount over the contract price.

30. TERMINATION OF CONTRACT FOR CAUSE:

    a. The City may, by written notice of termination to the Contractor specifying a termination date at least five days thereafter, terminate this contract for cause in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, or (2) fails to perform any of its other obligations under this contract or violates any provision of this contract.

    b. If this contract is terminated for cause, the Procurement Manager may require the Contractor to transfer title and deliver to the City, as directed by the Procurement Manager, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables") prepared by the Contractor under the contract. The City shall pay the contract price for such completed goods and deliverables. The Contractor and Procurement Manager shall agree on the amount of payment for partially-completed goods and deliverables the City requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to the City for its reasonable costs for the partially-completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in the City's discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.

    c. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined.

    d. If the City terminates this contract for cause when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience under this contract, and the termination for convenience clause shall apply for all purposes.

    e. If Contractor properly terminates this contract for material breach by the City, Contractor’s damages shall be limited to the amounts recoverable by Contractor for a termination for convenience.

31. CONTRACT MODIFICATIONS: No modifications in the terms of a contract shall be valid or binding upon the City unless made in writing, signed, and duly authorized by the City.

32. FUNDING: The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the City's fiscal year, are subject to approval and ratification by Lynchburg City Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

33. NEW GOODS, FRESH STOCK: Unless otherwise specifically stated, the Contractor shall provide new rather than used goods, fresh stock, and the latest model, version, design or pack of any item specified.

34. NON-DISCRIMINATION: During the performance of this contract the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or 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 non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation hall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

35. DRUG FREE WORKPLACE: Section 2.2-4312 Code of Virginia. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

During the performance of this contract, the contractor agrees to:

a. Provide a drug-free workplace for the contractor’s employees

b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition

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

d. Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor

36. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES: It is the policy of the City to undertake every effort to increase opportunity for utilization of small, minority-owned, and women-owned businesses in all aspects of procurement to the maximum extent feasible.

a. In connection with the performance of this contract, the Contractor agrees to use his/her best effort to carry out this policy and ensure that Small, minority-owned, and women-owned businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

b. As used in this contract, the term "Small Business" is defined as a business concern which, regardless of ownership or control, (l) does not exceed fifty (50) employees, (2) gross annual income does not exceed two (2) million dollars, (3) is independently owned and operated (not subsidiary of another firm), and (4) is not dominant in its field of operation.

c. As used in this contract, the term “Minority-Owned Business” is defined as a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (Code of Virginia 2.2-4310)

d. As used in this contract, the term “Woman-Owned Business” is defined as a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia 2.2-4310)

e. Where federal grants or monies are involved, it is the policy of the City through its agents and employees to comply with the requirements set forth - Standards Governing State and Local Grantee Procurement - of the U.S. Office of Management and Budget Circular N. A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments, as they pertain to small and minority business utilization.

37. GUARANTEES & WARRANTIES: Unless otherwise specifically indicated in the solicitation, by entering into the contract, the Contractor itself warrants and guarantees all goods and services furnished (1) in accordance with the General Guaranty and Service Contract Guaranty paragraphs herein, and (2) in accordance with the provisions of the Uniform Commercial Code. In addition, the Contractor shall properly transfer to the City all standard warranties given by the manufacturer(s) of any goods furnished. The Contractor shall deliver all manufacturers' warranties to the Procurement Manager before final payment on the contract.

38. PRICE REDUCTION: If any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (l) to contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will, within ten (10) days of any general price reduction, notify the Procurement Division of such reduction by letter. FAILURE TO DO SO WILL BE A BREACH OF THE CONTRACT AND MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by Procurement.

39. CHANGES: The City may, at any time, without notice to any sureties, by written order indicated to be a change order, make changes within the general scope of the contract, including without limitation, changes in (1)

specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.

a. Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal for any equitable adjustment to the contract price, delivery schedule, or both, that should in fairness be made due to the change order. The parties shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.

b. If the parties cannot agree to a modification to the contract, then the City may either cancel the change order at no expense to the City or order in writing that the Contractor proceed with the change order.

c. If the City orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or City may submit a claim for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in the City's discretion, are reasonable, allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.

d. Nothing shall excuse the Contractor from proceeding with the contract as changed by written change order.

e. No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

40. PLACING OF ORDERS: Orders against contracts will be placed with the Contractors on a Purchase Order executed and released by the Procurement Division. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Purchase Order has been released by Procurement, telephonic orders may be placed directly with the Contractor by the ordering office. Such agreements (BPA) are normally reserved for the purchase of highly repetitive items on a day-to-day basis.

DELIVERY PROVISIONS

41. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the solicitation, each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, contract number, name of the Contractor, the name of the item, the item number, and quantity contained therein. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and purchase order number. Any failure to mark items as required by the instructions will cause the Contractor to bear the risk of any resulting loss of or damage to material, or late delivery or misdelivery of material and any damages resulting therefrom. Deliveries must be made during the City’s normal business day (Monday to Friday, except holidays, from 9:00 A.M. to 4:00 P.M.) and sufficiently before closing time to permit unloading, inspection, and storage, unless specific arrangements have previously been agreed upon with the City's storekeeper at the delivery point. The Contractor shall ensure compliance with these instructions for items that are drop-shipped.

42. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at Contractor’s risk and expense or dispose of them as its own property.

43. INSPECTIONS: Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the City will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.

44. COMPLIANCE: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement when not in conflict with the bid. The decision of Procurement as to reasonable compliance with delivery terms shall be final. Burden of proof of delivery in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by Procurement, such extension applying only to the particular item or shipment affected.

45. DELAY: Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. This provision does not apply to public construction contracts.

46. METHOD AND CONTAINERS: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become property of the City unless otherwise specified by bidder.

47. REPLACEMENT: Materials or components that have been rejected by the City in accordance with the terms of this contract shall be promptly replaced by the Contractor at no cost to the City.

48. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

(1) The Purchase Order Number
(2) The Name of the Article and Supplier's Stock Number
(3) The Quantity Ordered
(4) The Quantity Shipped
(5) The Quantity Back Ordered
(6) The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

49. PAYMENT: Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

50. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, 10 percent (10%) of the value of the entire order may be retained until the completion of the contract.

51. PAYMENTS FOR EQUIPMENT, INSTALLATION, AND TESTING: When equipment involves installation (which shall also be interpreted to mean erection and/or setting upon or placing in position, service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of fifty percent (50%) of the contract price when such equipment is delivered on the site. A further allowance of twenty five percent (25%) may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of seventy five percent (75%) at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

52. PAYMENTS TO SUBCONTRACTORS: Within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by subcontractor under that contract, the Contractor shall either (a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or (b) notify the City and subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. The Contractor must pay interest at the rate of one percent per month unless provided otherwise to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the City for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b) above. The Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

In order to receive payment, individual Contractors must provide their social security numbers; and proprietorships, partnerships, limited liability companies, and corporations must provide their federal employer identification numbers on a completed Federal W-9 form.

GENERAL

53. GENERAL GUARANTY: Contractor agrees to:

a. Indemnify and save the City, its agents and employees harmless from any claim or liability of any nature or kind for unauthorized use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. Protect the City against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other contractors, for which his/her workers or those providing work through Contractor are responsible.

d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, State, County, and City.

e. Protect the City from loss or damage to City-owned property while it is in the custody or control of the Contractor.

54. SERVICE CONTRACT GUARANTY: Contractor agrees:

a To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that the City may reduce the said service at any time.

b. To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.

c. All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.

d. Said services may be inspected by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

e. The presence of a City/County/State Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

55. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the City, its agents, officials, employees, and volunteers against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses, (collectively "Losses") which may or otherwise accrue against the City in consequence of the granting of a contract or which may or otherwise result therefrom, if it shall be determined that the Loss was caused through negligence or omission by the Contractor or its employees, of any subcontractor of Contractor or its employees, if any, or providing goods or services through Contractor, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City as herein provided.

56. OFFICIALS NOT TO BENEFIT: Each bidder shall certify, upon signing a bid, that to the best of his or her knowledge no City official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

Whenever there is reason to believe that benefit of the sort described in paragraph a has been or will be received in connection with a bid or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the City, as a prerequisite to payment pursuant to the Contractor, or at any time, may require the Contractor to furnish, under oath, answers to any questions related to such possible benefit.

In the event the bidder has knowledge of benefits as outlined above, this information should be submitted with its bid. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder shall address the disclosure of such facts to the Procurement Manager. The relevant Invitation for Bid Number (see cover sheet) should be referenced in the disclosure.

57. CITY LICENSE: All firms doing business in the City are required to be licensed in accordance with the City's Business, Professional, and Occupational Licensing Tax Ordinance. Wholesale and retail merchants without a business location in Lynchburg are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Office of the Commissioner of Revenue, phone: 434-455-3880.

58. REGISTERING OF CORPORATIONS: In accordance with the Code of Virginia, any foreign corporation, partnership or limited liability company transacting business in Virginia is required to secure a certificate of authority from the Virginia State Corporation Commission. Contractor shall ensure it is duly registered in Virginia and such status shall be maintained during the term of the contract

59. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission percentage, brokerage, or contingent fee.

60. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contacts and other public records relating to procurement transactions 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, except as provided in Virginia Code § 2.2-4342 and paragraph 16 of this bid document.

61. SECTION 2.2-4311.1 CODE OF VIRGINIA – ILLEGAL ALIENS: The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

62. COOPERATIVE PROCUREMENT: This procurement is being conducted by the City of Lynchburg in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

63. PRECEDENCE OF TERMS AND CONDITIONS: Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.

64. INSURANCE:

a. The Contractor shall purchase and maintain insurance in at least the following amounts:

1. Contractor's Comprehensive General Liability (Bodily Injury and Property Damage) shall be provided for the following minimum limits:

Bodily Injury Liability	1,000,000 dollars single limit
Property Damage Liability	1,000,000 dollars single limit

The General Liability Insurance shall include the following minimum coverage's:

(1) Comprehensive Form

(2) Premises - Operations

(3) Explosion and Collapse Hazard

(4) Underground Hazards

(5) Products/Completed Operations Hazard

(6) Contractual Liability Insurance

(7) Broad Form Property Damage, Including Completed Operations

(8) Independent Contractors (Contractor's Protective Liability)

(9) Personal Injury (All Insuring Agreements), Deleting the Employee Exclusion

(10) Owner's Protective Liability, Separate Policy in Name of Owner.

2. Contractor's Automobile Liability (Bodily Injury and Property Damage) shall be provided for the following minimum limits:

Bodily Injury Liability	200,000 dollars each person
	500,000 dollars each occurrence
Property Damage Liability	200,000 dollars each occurrence

The Automobile Liability Insurance shall include the following coverage's:

(1) Comprehensive Form

(2) Owned

(3) Hired

(4) Non-owned

b. Excess catastrophe coverage shall be provided by the Contractor with a minimum limit of 3,000,000 dollars.

c. Contractor's Worker's Compensation Insurance as required by Federal, State, and Municipal laws for the protection of all contractors' employees working on or in connection with the project, including broad form all states and voluntary compensation coverage's and employers' liability coverage.

d. Fire, Extended Coverage, Vandalism, and Malicious Mischief (Completed Value Builder's Risk) Insurance. The Contractor shall purchase "All Risk" type Builder's Risk Insurance in an amount sufficient to cover all work under the Contract. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, water, flood, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, and the Subcontractors, as their interest may appear.

e. The Contractor shall require his insurance agent to certify on the insurance certificate that the insurance coverage specified by these Supplementary Conditions is fully in effect, both in scope and amount. If insurance coverage is affected with more than one company, the individual certificates shall identify the items of insurance which the individual companies cover. The insurance certificate shall contain a provision that coverage's afforded under the policies will not be canceled or materially changed unless at least 30 days prior written notice has been given to the Owner.

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

1. Any deductibles or self-insured retentions applicable to required coverage's shall be paid by the Contractor, and the Owner shall not be required to participate therewith.

2. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute therewith.

3. Failure of the Contractor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the Owner.

4. All rights of subrogation against the Owner shall be waived.

5. The Contractor shall provide the Owner with certificates of insurance with applicable endorsements affecting coverage's, signed by a person authorized by the insurance company to bind coverage on its behalf. All required certificates of insurance shall be received by the Owner prior to commencement of any work under this contract.

6. All coverage's for Subcontractors of the Contractor, if any, shall be subject to all of the requirements stated herein.

g. All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia.

h. All certificates of insurance shall name the officers and employees of the City of Lynchburg as additional insured on the general liability policy.

BIDDER/CONTRACTOR REMEDIES

65. PROTEST OF AWARD OR DECISION TO AWARD: The following are the exclusive procedures for a bidder or offeror to protest the City's award or decision to award a contract. A protest may not be based upon the alleged non-responsibility of a person to whom the City awards or makes a decision to award a contract.

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

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

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

d. The City Manager shall issue a written decision on a protest within ten (10) days of its receipt by the City Manager.

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

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

66. EXHAUSTION OF ADMINISTRATIVE REMEDIES: No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action against the City until all administrative remedies available under the above paragraphs have been exhausted and until all requirements of the Lynchburg Public Procurement Code, and, to the extent applicable, the Virginia Public Procurement Act, have been met.

67. CONTRACTUAL CLAIMS AND DISPUTES: Any claim by a Contractor shall be resolved in accordance with the Lynchburg Public Procurement Code.

68. INSPECTION AND REVIEW OF RECORDS: The City reserves the right to perform or have performed inspections and reviews of the records of the Contractor for any service contract with the City and to have copies made of such records. Contractor shall maintain and preserve all such records, at its own expense, during contract performance and for a period of at least three years after the contract has terminated. At the City's request at any time during contract performance or within a period of three years after the contract has terminated, the Contractor shall promptly make all records available, at a location within the City of Lynchburg, to the City or those retained by the City, for inspection, review and copying.

INSTRUCTIONS TO BIDDERS

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Procurement Division Office, Third Floor City Hall, 900 Church Street, Lynchburg, Virginia, 24504, until, but no later than **3:00 p.m**. Local Time Prevailing, **April 19, 2016** and then publicly opened and read aloud in the Bidder's Room.

Any questions which may arise as a result of this solicitation may be addressed to Florence Randolph, Purchasing Technician at 434-455-3965 or by email to florence.randolph@lynchburgva.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other City representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign in the space provided on the Terms and Signature Sheet and return all required documents with bid. Mark outside of your envelope with **Invitation for Bid # 2016-060** and opening date of bid. Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail. Any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Procurement Division. Bidders are responsible for ensuring that their bids are stamped by Procurement personnel before the deadline indicated.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to this solicitation, including bid documents, addenda, bid tabulation and notice of award, bidders may access public notification electronically on the Procurement website: http://www.lynchburgva.gov/current-solicitations.

PURPOSE:
The City of Lynchburg is soliciting request for bid from fully qualified firms to provide Herbicide Application Services as Weed Control on an as needed basis at various areas of the City Property.

SITE VISIT:
It is STRONGLY recommended that an appointment for the purpose of inspecting the City's property be made by contacting Kirk Schultz, Project Manager, at (434) 455-4410.

BASIS OF AWARD:
Award will be made to the lowest responsive and responsible bidder based on the total base bid. The City reserves the right to award by total quote.

TERM OF CONTRACT: The initial term of this contract will be for one year and shall be from **May 1, 2016** through **December 31, 2016**, with the option to renew up to 4 one year additional terms.

RENEWAL OF CONTRACT: This contract may be renewed by the City for four successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the Contractor.

1. If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the listed chemical category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be http://www.bls.gov/ppi.

2. If during any subsequent renewal periods, the City elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be http://www.bls.gov/ppi. Specific Categories/Item #'s for this Bid request are listed below:
Phone (434)455-6240.

DELIVERY LOCATIONS:
The City reserves the right to add and/or remove locations as needed.

SCOPE OF SERVICES: CITY OF LYNCHBURG

REQUIREMENTS

I. SPECIFICATIONS / CONTRACT REQUIREMENTS:

A. Generally, all work performed under this contract should be during the period of **May 1, 2016** through **December 31, 2016**.

B. Contractor shall provide all labor, supervision, equipment, material and traffic control as required to perform herbicide application services as specified in the bid specifications.

C. Contractor shall be capable of commencing work on any assignment within three (3) business days of receiving verbal or written notice from the project manual.

D. All work performed under this contract shall be in accordance with the Virginia Department of Transportation Road and Bridge Specifications, Manual of Uniform Traffic Control Devices (MUTCD), the Virginia Work Area Protection Manual (VWAPM), and OSHA/VOSH Standards and Specifications, all as revised, unless otherwise specified within this contract.

E. Contractor shall be responsible for having secured all equipment, materials and waste to be disposed of on their vehicles when in transit during work hours.

F. Contractor shall be responsible for the restoration of all adjacent areas disturbed and/or damaged in the performance of work.

G. The Contractor shall be responsible for the proper disposal of all packaging used in the shipment and storage of materials to include, but not limited to, pesticide containers and pallets. Discarded packaging and general refuse shall be handled and disposed of in accordance with all local, State, and Federal laws.

II. SCOPE OF WORK:

A. All areas designated for the control including (gravel shoulders, drainage ditches, curbs, signs, poles, fences, guardrails, and retaining walls will be guaranteed for the entire growing season. Curbs should be total killed not to exceed a six inch swath around the perimeter of the obstacle. Fences should be total killed with a one-foot swath under fence, with limited use of die so it is not visible on the fence after application, the successful contractor will maintain kill during growing season after each initial application.

B. All initial foliar brush control treatments to be completed by September 10. All areas treated for kudzu will require a fall application by September 10 and with an application the following June. Any re-treatments needed to maintain as specified with be completed at not additional cost to the City of Lynchburg.

C. All vendors and chemical applicators must be certified by the State of Virginia and comply with all safety rules, regulations and all associated state and local codes in the completion of the work.

D. The successful vendor must schedule chemical applications so a City employee may be on site to ensure areas are treated appropriately and to verify area of treatment.

E. The successful vendor must demonstrate proof of work experience relative to the City of Lynchburg requirements. A minimum of three (3) references complete with name, address, and phone numbers of a contact person must be included in quote.

F. All herbicides must be approved by the horticulturist or other City official before application. List all equipment available to perform chemical applications, must have availability to apply chemical by radiarc means. The successful vendor must submit a material safety data sheet (MSDS) for each chemical used prior to application.

G. The successful vendor must use the proper Virginia Department of Transportation Work Zone Safety Guidelines when making the application. The vendor must minimize any inconvenience to the traveling public so that they do not impede the flow of traffic.

H. The Contractor shall be responsible for notifying and have a City representative check the work at normal stages of the job.

I. Contact Kirk Schultz at (434) 455-4410 to schedule wide applications.

J. The Successful vendor will not over apply chemical to any areas where damage from run off or erosion is possible.

III. EQUIPMENT/STORAGE:

A. Contractor shall supply a four-wheel drive pick-up truck equipped with and suitable for transporting minimum 200 gallon capacity gasoline-powered variable-pressure skid sprayer with agitator. The sprayer system shall in clued a spray gun and 200 feet of high pressure hose or approved equivalent, with an assortment of nozzles for herbicides.

B. Contractor shall supply one commercial-duty backpack sprayer with a minimum three (3) gallon capacity and adjustable nozzle.

C. Contractor shall furnish equipment specifically designed for the commercial application of pesticides in areas covered under this contract.

D. All self-propelled vehicles utilized in the performance of work under this contract shall be equipped with a minimum of one rotating amber warning light or high intensity strobe light mounted on the vehicle so it can be viewed 360 degrees. Vehicle warning lights shall meet all Virginia Work Area Protection Manual and OSHA/VOSH specifications.

E. Contractor's name shall be displayed on both sides of all motorized vehicles when used during the performance of work. The Contractor's name shall be legible to the traveling motorist with normal vision.

F. The Contractor shall be responsible for maintaining the cleanliness of the assigned parking area. The area shall remain free of any trash, oils, grease, or material spillage.

G. The City shall not be liable for any missing, stolen or damaged equipment and/or materials supplied by the Contractor.

INSURANCE:

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

1. **Broad Form Commercial General Liability:** (Occurrence Form CG0001, Ed. 11/88): $1,000,000 CSL, BI & PD.
2. **Automobile Liability:** Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): $1,000,000 CSL, BI & PD.
3. **Workers' Compensation:** Statutory Amount.
4. The insurance policies shall include or be endorsed to include the following provisions:

   (1) The City of Lynchburg, Virginia, its officers/officials, employees, agents and volunteers (the City) shall be endorsed as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.

   (2) The contractor/vendor shall send an **actual copy of the policy endorsement document** from the insurance carrier that provides this coverage (ISO Form CG20100704 or similar); **OR,** send an **actual copy of the policy endorsement** that provides blanket additional insured coverage when

required by a written agreement (ISO Form CG20331001 or similar), to: Risk Management, 900 Church Street, Lynchburg, VA 24504, Phone: (434) 455-3815; Fax: (434) 847-1684.

(3) In addition to #2, above, the contractor/vendor shall provide the City with a certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award.

(4) Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.

(5) The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.

(6) The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendors insurance and shall not contribute therewith.

(7) Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.

(8) All rights of subrogation against the City shall be waived.

(9) All coverages for subcontractors of the contractors/vendors, if any, shall be subject to all of the requirements stated herein.

HAZARDOUS MATERIALS: All bids must include hazardous material handling charges.

CONTRACT ASSIGNMENT: The successful bidder can not assign the contract or any portion of the contract. The successful contractor can not subcontract the furnishing of the goods and/or services without the prior approval of the city.

FORCE MAJEURE: Neither party shall be responsible for delays in the timely completion of the contract caused by any bona fide strike, riot, fires, sabotage, terrorist acts, or acts of God or any other delays deemed by the City to be clearly and unequivocally beyond the Contractor's control will relieve the Contractor of deadlines set for the timely completion of the contract. The Contractor shall notify the City in writing as soon as the contractor knows, or should reasonably know that such an event will delay completion of the contract. Said notification shall include proof required by the City to evaluate any request by the contractor for relief. The City's decision regarding whether or not the Contractor is entitled to such relief will be final and binding on both parties. The contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any such event.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

***By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance*:**

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

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

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (***corporate seal)***

Date: _____

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

_____ ***(seal)***

Acknowledged before me this _____ **day of** _____ **,** _____

_____
Notary Public

My commission expires: _____

Questions to Bidder

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

YES _____ NO _____

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

_____

_____

_____

_____

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

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

YES _____ NO _____

Limited Liability Form

All Prospective Firms Must Respond To The Following

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

___ Limited Liability Company

___ Limited liability partnership

___ Limited partnership

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

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

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

_____

_____

_____

_____

List who is authorized to execute contracts: _____
_____

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

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

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

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

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

_____

Registration date: _____Expires: _____

HERBICIDE SERVICES FOR WEED CONTROL

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

In compliance with this Invitation for **Bid #2016-060** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

a. I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.

b. The accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

c. The accompanying bid is in compliance with the State and Local Government Conflict of Interests Act 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the Code of Virginia. Specifically, no City employee, City employee's partner, or any member of the City employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

Acknowledge receipt of addenda here:

No.____ Date:_____ No.____ Date:_____

Complete Legal Name of Company: _____

Order From Address:_____

Remit To Address: _____

Signature: _____

Email: _____

Name (type/print):_____

Title: _____

Fed ID No.: _____ Phone:_____

Fax: _____

We hereby provide the following information to the City regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority-Owned Business: Yes _____ No____
Women Owned Business: Yes _____ No _____
Lynchburg Business: Yes _____ No _____

Questions to Bidder

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

YES _____ NO _____

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

_____

_____

_____

_____

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

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

YES _____ NO _____

BID PRICING SHEET	HERBICIDE SERVICES - WEED CONTROL TEN (10) APPLICATIONS - CITY WIDE				BID #: 2016-060
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
1	PRICE TO CONTROL BROADLEAF WEEDS PER ACRE	1	ACRE		
2	PRICE TO CONTROL WOODY BRUSH BY CHEMICAL APPLICATIONS PER 1,000 SQUARE FEET AT VARIOUS LOCATIONS	1000	SQ FT		
3	PRICE PER GALLON APPLIED FOR PREVIOUS TREATED AREAS TO CONTROL WOODY BRUSH	1	GAL		
4	PRICE FOR COMPLETE KILL OF A VEGETATION BY CHEMICAL APPLICATION UNDER GUARDRAILS ALONG ROADSIDES PER 1,000 SQUARE FEET ALL GUARDRAIL WORK IS TO BE BETWEEN **MAY 1,** AND **MAY 20.**	1000	SQ FT		
5	PRICE FOR COMPLETE KILL OF VEGETATION BY CHEMICAL APPLICATION UNDER FENCE PER LINEAR FOOT WITH GROWTH ON FENCE AND ON A CLEAN FENCE (ONE (1) FOOT SWATH UNDER FENCE).	1	LIN FT		
6	PRICE TO CONTROL KUDZU (TOTAL KILL) AT VARIOUS LOCATIONS PER 1,00 SQUARE FEET.	1000	SQ FT		
7	**PRICE PER 1,000 FEET TO PROVIDE DORMANT BASAL HERBICIDE TREATMENT FOR THE FOLLOWING DENSITIES.**				
7A	LESS THAN 500 STEMS PER ACRE.	1	ACRE		
7B	BETWEEN 500 AND 1,000 STEMS PER ACRE.	1	ACRE		
7C	OVER 1,000 STEMS PER ACRE.	1	ACRE		
	STEM DENSITY PER ACRE WILL BE DETERMINED BY A REPRESENTATIVE OF THE VENDOR AND REPRESENTATIVE OF THE CITY OF LYNCHBURG.				
8	PRICE PER ACRE TO APPLY PLANT GROWTH GEGULATOR AND BROADLEAF WEED CONTROL.	1	ACRE		
9	PRICE PER ACRE TO APPLY PLANT GROWTH REGULATOR.	1	ACRE		
10	PRICE PER GALLON APPLIED FOR PAVEMENT CRACK CONTROL (TOTAL KILL GUARANTEED SEASON LONG).	1	GAL		
			TOTAL BASE BID		

Notes:

1. Prices quoted shall remain valid for Twelve(12) months from date of original bid
2. The quantities listed above indicate an estimated annual quantity that the City may purchase from the successful bidder. However, the City reserves the right to increase and/or decrease any of the item quantities. Each bidder, by submitting a bid, hereby agrees to this provision
3. Bid will be awarded by line item.

VENDOR INFORMATION	
VENDOR NAME	AUTHORIZED SIGNATURE
ADDRESS	DATE
CITY	STATE AND ZIP CODE NUMBER
PHONE NUMBER	EMAIL ADDRESS