



CITY OF COVINGTON, VIRGINIA

340 E. Walnut St
Covington VA 24426
PHONE: (540) 965-6357

ISSUE DATE: FEB. 5th, 2024

Invitation for Bid (IFB) #2024-03

FOR

**Mowing and Maintenance of Unkept
Properties**

MANDATORY PRE-BID MEETING FEB. 16th, AT 2:30 P.M.

SEALED BID DUE: MARCH 1st, 2024

ON OR BEFORE

1:00 P.M. (LOCAL TIME)

ALL INFORMATION AND CLARIFICATION INQUIRIES MUST BE SUBMITTED IN
WRITING TO: MICHAEL MINES, DIRECTOR OF DEVELOPMENT SERVICES

At mmines@covington.va.us

BY 1:00 P.M. ON FEB. 21st, 2024

Invitation for Bid (IFB)#2024-003 CONSISTS OF THE FOLLOWING:

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EACH OFFEROR SHOULD CAREFULLY READ AND REVIEW ALL DOCUMENTS.

The City of Covington, Virginia, is requesting sealed bids from qualified Offerors for city-wide mowing and maintenance services of unkept properties within the city limits by hourly rate. Contractors must be willing to bill separately for each property that is mowed or maintained, provide the contract hourly rate, and bill to the .10 of an hour on each invoice. Any other cost such as disposal fees shall be reimbursed at actual cost to the contractor with proof of the expenses to be provided with each invoice as agreed upon by the City prior to the cost being incurred. Contractors must also submit before and after pictures of the job site. If the property is found to have already been brought into compliance with the city code prior to arrival, the contractor will not be compensated for any cost associated with that property.

There will be a **mandatory pre-bid meeting held on February 16th, 2024 @ 2:30 pm** in the Council Chambers of City Hall located at 333 W Locust St, Covington, VA 24426. Only bids submitted from those in attendance at this meeting will be considered by the City of Covington.

All questions must be submitted by 1:00 p.m. on Friday, February 23, 2024, to Michael Mines via email mmines@covington.va.us. If necessary, an addendum will be issued and posted on eVA. Any such addenda shall become a part of the solicitation documents, must be addressed in the bid, if applicable, and shall become part of the Contract Document. The City accepts no liability for late or non-receipt of addenda.

Bids shall be received by the City of Covington, Development Services Department, attention Michael Mines, 340 E. Walnut Street, Covington, and VA 24426 by 3:00 pm. Friday, February 23, 2024. Offerors shall submit one (1) original, and three (3) copies in a sealed envelope clearly marked on the outside with the company's name and Development Services -IFB #2024-003- Mowing and Maintenance of Unkept Properties". Any bids received after the mentioned time and date will not be considered.

Faxed or emailed bids will not be accepted.

As this is an Invitation for Bid, no information regarding the identity of either the Offerors or the contents will be released until after the negotiation process. Once an award has been made, all bids will become public information. If your bid contains proprietary information, please make note of such on the form attached (Attachment C - Proprietary Information Form).

The City reserves the right to cancel this IFB and/or reject any or all bids and to waive any informalities or irregularities in any bid.

This section must be completed by the Offerors and must be returned with the bid. In compliance with this Invitation for Bid and to all the terms and conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and/or items in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation.

OFFEROR DATA/SIGNATURE SHEET

LEGAL NAME AND ADDRESS:

DATE: _____

BY: _____

NAME: _____
(SIGNATURE IN INK)

ZIP CODE: _____ TITLE: _____

PHONE: () _____ FAX: () _____

E-MAIL: _____

BUSINESS LICENSE #: _____

VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

I. PURPOSE

The City of Covington, Virginia (City) is issuing this Invitation for Bid (IFB) to solicit sealed bids from qualified sources for mowing and maintenance of unkept properties in the City of Covington.

Offerors are advised that the City reserves the right to award multiple Contracts, as well as the right to add, modify or remove similar, related services to/from any resulting Contract, as it may deem necessary and appropriate, on an as needed basis.

It is the intention of the City to award one (1) or more Contracts for an initial one (1) year period with the option to renew an additional three (3) one-year periods upon mutual agreement.

II. PROPOSED PROJECT SCHEDULE

Activity	Date
Release IFB	February 5, 2024
Deadline for submission of questions–1:00 p.m.	February 23, 2024
Deadline for submission of bids–1:00 p.m.	March 1, 2024
Evaluation of bids	March 5, 2024
Selection Process	March 5, 2024
Finalist Interviews, if needed	March 6, 2024
Award(s) of Contract(s)	March 7, 2024
Effective date of Contract(s)	March 8, 2024–March 9, 2025

The City of Covington reserves the right to modify the proposed project schedule as it deems it in the best interest of the City.

III. BACKGROUND & GOALS

The City of Covington takes great pride in the beautification of our city. Since blighted properties can reflect poorly on our city, the resulting contract will reflect the attention to detail that will be required for the mowing services.

The purpose of this request is for the City of Covington Building & Grounds Department and the Successful Offeror to work closely together to present a neat image of property maintenance throughout the city. This will include not only a presentable appearance of mowing and ensuring code compliance but also clean-up areas of the around the jobsite.

IV. REFERENCES

All Offerors shall include a list of five (5) references who could attest to the Offeror's mowing and/or maintenance experiences and services on similar projects. Include names, contact persons, and phone numbers, email addresses, and other information required for all references on the sheet provided (Attachment C - Reference Form).

References may or may not be reviewed or contacted at the discretion of the City. Typically, only references of the top ranked, short listed Offeror or Offerors are contacted. The City reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

V. SCOPE OF WORK/SPECIFICATIONS/REQUIREMENTS

A. Objective

The City of Covington strives to be a steward for the safety of our Successful Offeror and Citizens as they pass through the respective job sites. It is expected that the Successful Offeror will follow all local, state, and federal laws and regulations regarding the wearing of safety identification clothing and posting of job site mowing and or maintenance activities.

B. Qualification/Communication

This request requires that an experienced, certified, knowledgeable turf professional be responsible for all mowing services throughout the city. It will be the responsibility of the Successful Offeror to see that all mowing services are made precisely and accurately, understanding that not all-weather conditions and turf usage allow for proper mowing. Close communication with Development Services will be required.

C. Response Times

For all Call-In Basis Mowing or maintenance items, the City and Successful Offeror will have up to five (5) days following each to determine specific problems or issues that need to be addressed. This is to be a collaborative effort, with all parties working toward the same goal of City Beautification. Any determination of negligence or lack of proper response on the part of the Successful Offeror within a reasonable amount of time will result in repairs, or re-mowing at the cost of the Successful Offeror. This determination will be made by the Director of Development Services, with necessary repairs being determined based upon appearance, level of damage, and overall response of the Successful Offeror.

D. Attached hereto and incorporated herein are the following documents:

1. Reference Form (Attachment A)
2. Proprietary Information Form (Attachment B)
3. General Terms and Conditions (Attachment C)
4. Sample Contract (Attachment D)

Each Offeror should carefully read and review all documents.

Nuisance grass and weeds abatement starts in March and will typically run until November depending on weather.

Weather conditions will affect mowing . An extremely wet season may require additional cuts, while an extended drought season may limit the number of cuts that will be necessary to maintain tidiness. Late fall mowing will continue as long as the properties still require it, at the discretion of the Code Enforcement Office. Properties with overgrowth of 12” or more will require trimming and weed eating and all debris removed from sidewalk areas. Do not blow grass clippings into the street. It will be required to keep mower blades sharp and maintain proper mow heights. Site locations will vary based on what is found to not be Code Compliant throughout the City. The successful bidder may also be given other miscellaneous mowing projects as needed by the City. The selected contractor will be required to provide proof of insurance, a business license and always wear safety vests when mowing or weed eating.

The City is also looking for offerors to remove rubbish, clean & maintain properties that are not in compliance with the City’s ordinances.

VI. GENERAL INFORMATION

- A. One (1) original, and three (3) copies of your bid document are required. The City will not assume responsibility for reproduction if an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Invitation for Bid may result in rejection of the bid. Facsimile or emailed submission of bids is not acceptable and any such proposals shall not be considered.
- B. Bids having any erasures or corrections must be initialed by the Offeror in ink. Bids must be signed, in ink, by an authorized officer of the firm.
- C. As it is expected that each Offeror may have unique needs for information, is incumbent on each Offeror to make whatever inquiries it deems necessary in order to respond to the IFB. The City assumes no responsibility for oral instructions, suggestions, or interpretations.

- D. No bid may be withdrawn after opening except for clerical errors, as set forth in Section 2.2-4330 of the Virginia Code. The bidder must give the City notice in writing of the request to withdraw a bid within two (2) business days after conclusion of opening.
- E. The City of Covington is not responsible for any costs incurred with the development and delivery of the bid. It is the sole responsibility of the Offeror.

VII. EVALUATION CRITERIA

Award to the lowest responsive and responsible bidder(s) that includes all requested information and response to all factors included in the IFB.

1. Reference Form (Attachment A)
2. Proprietary Information Form (Attachment B)

Each Offeror should carefully read and review all documents.

ATTACHMENT A
REFERENCE FORM

Name of Entity: _____

Contact: _____ Title: _____

Address: _____

Telephone: _____ Length of Business Relationship: _____

Email: _____

Description of Services Performed: _____

Name of Entity: _____

Contact: _____ Title: _____

Address: _____

Telephone: _____ Length of Business Relationship: _____

Email: _____

Description of Services Performed: _____

Name of Entity: _____

Contact: _____ Title: _____

Address: _____

Telephone: _____ Length of Business Relationship: _____

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Contact: _____ Title: _____

Address: _____

Telephone: _____ Length of Business Relationship: _____

Email: _____

Description of Services Performed: _____

If additional space is needed, please list it on a separate sheet and include it in the sealed Proposal.

ATTACHMET B

PROPRIETARY INFORMATION FORM

Identify the data or other materials to be protected and state the reasons below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line-item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the proposal.

Confidentiality Reference Protection in accordance with the Code of Virginia, Section 2.2-4342.

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure: _____

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure: _____

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure: _____

If additional space is needed, please list on a separate sheet and include in the sealed Proposal.

ATTACHMENT C

GENERAL TERMS AND CONDITIONS

- A. **Acceptance of Bids/Proposals:** Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 (sixty) calendar days following the date established for receiving bids/proposals. At the end of the 60 (sixty) calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- B. **Anti-Discrimination:** By submitting their bids/proposals, bidders/proposers certify to City of Covington that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. the contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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

2. The contractor will include the provisions of one above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Covington all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by City of Covington under said contract.
- D. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of City of Covington, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.
- E. **Assignment of Contract:** A contract shall not be assigned by the contractor in whole or in part without the written consent of the City of Covington.
- F. **Availability of Funds:** It is understood and agreed between the parties herein that the City of Covington shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
- G. **Bid/Proposal Pricing:** The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The City will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
- H. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The City of Covington may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such an order and shall

give City of Covington a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to City of Covington's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Covington with all vouchers and records of expenses incurred and savings realized. The City of Covington shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Covington within thirty (30) days from the date of receipt of the written order from City of Covington. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by City of Covington or with the performance of the contract generally.

- I. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the 333 W. Locust Street, Covington, Virginia 24426, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the City Manager's decision on the claim unless that office fails to render such a decision within thirty (30) days. Failure of the City to render a decision within thirty (30) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the City's failure to render a decision within thirty (30) days shall

be the contractor's right to institute immediate legal action. The decision of the City Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

- J. **Clarification of Terms:** If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- K. **Debarment Status:** By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- L. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, City of Covington, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Covington may have. In addition, the City of Covington reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.
- M. **Drug-Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- N. **Ethics in Public Contracting:** By submitting their bids/proposals, bidders/proposers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/proposer, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any

public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- O. **Facsimile and Email Proposals:** Facsimile or email **unsealed** proposals received in City of Covington Purchasing Office prior to the time and date designated for proposal submission will be accepted. It is the bidder's/proposer's responsibility to ensure these bids/proposals are received by the City of Covington Purchasing Office. Facsimile or email bids/proposals will not be accepted for **sealed** bids or proposals.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, bidders/ proposers certify that they do not and will not during the performance of this contract employ undocumented immigrant workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless City of Covington its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by the contractor or contractor's use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of City of Covington.
- R. **Late Proposals:** To be considered for selection, bids/proposals must be received by City of Covington 340 E. Walnut Street, Covington, Virginia 24426, by the designated date and hour. Bids/Proposals received in the City of Covington Purchasing Office after the date and hour designated are automatically disqualified and will not be considered. City of Covington is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder/proposer to ensure that its bid/proposal reaches the City of Covington Purchasing Office by the designated time and hour.
- S. **Mandatory use of City Form and Terms and Conditions:** Failure to submit a bid/proposal on the official City of Covington form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, City of Covington reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the City of Covington may, in its sole discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- T. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, City of Covington reserves the right granted by § 2.2-4318 of the *Code of Virginia*

to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds, and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

U. **Nondiscrimination of Contractors:** A bidder, proposer, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **Payment:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show City of Covington or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which

public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Covington shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from City of Covington for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify City of Covington and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from City of Covington, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S.

Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Covington.

- W. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- X. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, City of Covington will publicly post such notice on the City of Covington website (www.covington.va.us) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.
- Y. **Qualification of Bidders/Proposers:** City of Covington may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to City of Covington all such information and data for this purpose as may be requested. The City of Covington reserves the right to inspect bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. City of Covington further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder/proposer fails to satisfy City of Covington that such bidder/proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- Z. **Supremacy Clause:** Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in City of Covington's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.
- AA. **Taxes:** Sales to the City of Covington are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- BB. **Transportation and Packaging:** By submitting their bids/proposals, all bidders/proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall

be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- CC. **Testing and Inspection:** City of Covington reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- DD. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- EE. **Termination:**
1. The City may terminate this contract with or without cause by giving the contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the contractor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third-party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all the City's obligations hereunder and no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed.
 2. In addition to the City's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default shall state the party's intent to terminate the contract if the default is not cured within a specified time period.
 3. **Appropriation Approval.** The contractor acknowledges that the City's performance and obligation to pay under this contract is contingent upon annual appropriation by City Council. Contractor agrees that in

the event that such an appropriation is not forthcoming, the City may terminate this contract and no charges, penalties, or other costs shall be assessed.

SPECIAL TERMS AND CONDITONS

1. **Award:** City of Covington will make the award on a Unit Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
2. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by the City of Covington, and shall include all applicable freight and installation charges; extra charges will not be allowed.
3. **Insurance:** Contractor certifies that it and its subcontractors, if any, will have the insurance coverage set forth below at the time the contract is awarded and that such insurance will be maintained during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The "City of Covington, its officers, agents, and employees," shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by the City's insurers.

Each required insurance policy shall provide at least 30 days' written notice of cancellation to the City of Covington.

If the liability insurance is issued on a "claims made" basis, the contractor must either:

- a. Agree to provide certificates of insurance evidencing the General Liability coverage for a period of two (2) years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement.

MINIMUM INSURANCE REQUIRED:

- a. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 - b. Employer's Liability:
 - i. Each Accident: \$100,000
 - ii. Disease, Each Employee: \$100,000
 - iii. Disease, Policy Limit: \$500,000
 - c. Commercial General Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - iii. Commercial General Liability shall include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit shall apply separately to the project. Contractor's insurance coverage shall be primary and non-contributory.
 - d. Automobile Liability: Combined Single Limit of \$1,000,000
 - e. Professional Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - f. Umbrella Liability: \$2,000,000 per occurrence.
4. **Maintenance Manuals:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.
5. **Warranty (Commercial):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to City of Covington by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

ATTACHMENT D – SAMPLE CONTRACT
Mowing and Maintenance of Unkept Properties

CITY OF COVINGTON

CITY OF COVINGTON, VIRGINIA
Contract for Materials, Goods, Non-Professional Services

This Contract (#062021) is made this [redacted] day of [redacted], 2024, by and between the **CITY OF COVINGTON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “City”), and with [redacted] address [redacted] (hereinafter referred to as "Contractor").

W I T N E S S E T H:

In accordance with Section 2.2-4304 of the Code of Virginia (1950, as amended) and for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and the respective covenants contained herein, it is mutually agreed as follows:

SECTION 1: DESCRIPTION OF SERVICES

Contractor will provide mowing and maintenance services of unkept properties within the city limits. Contractor must bill separately for each property that is mowed or maintained, provide the contract hourly rate, and bill to the .10 of an hour. Any other cost such as disposal fees may be reimbursed to the contractor if agreed upon by the City prior to the cost being incurred. Proof of the expense is required to be submitted with the associated invoice as well as the written City approval. Contractor must also submit before and after pictures of the job site and if the property is found to have already been brought into compliance with the city code the contractor will not be compensated for any cost associated with that property.

SECTION 2: TIME OF PERFORMANCE

The Contract shall commence on March 8, 2024, and end on March 9, 2025 for the contract period representing the first annual term. Then from March 10, 2025, through March 11, 2026 and continue in a similar fashion annually for any additional annual terms.

SECTION 3: COMPENSATION TO CONTRACTOR

City shall pay Contractor for materials, goods, and non-professional services at a rate not to exceed **\$10,000 (example)** in total per annual term of this contract without written approval by the City and be invoiced by Contractor and paid monthly by City following completion of approved services. Contractor is not an employee of the City and shall not be entitled to any employee benefits. Invoices for payment shall include the contract number, purchase order number, itemized quantities, and unit price as applicable. Work completed will be verified in writing by a City representative on a form provided by the City. All invoices shall be sent to:

City of Covington
c/o Building Official-Michael Mines
340 E. Walnut Street
Covington, VA 24426

SECTION 4: RESPONSIBILITIES AND SPECIFIC DUTIES

Contractor shall be responsible for providing all necessary materials, equipment and labor as may be necessary to complete the work which is not otherwise provided for separately by the City.

SECTION 5: INSURANCE/INDEMNIFICATION

Contractor shall, at its sole expense, obtain and maintain during the life of this Contract the insurance policies required by this section. All required insurance policies shall be in force and effective prior to this Contract's start date. The following policies and coverage is required:

A. Commercial General Liability. The Contractor will maintain professional errors and omissions liability insurance with \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The insurer must list the member locality as an additional insured. The endorsement must be issued by the insurance company. The contract must state the insurance provided in the additional insured endorsement is primary without contribution from other insurance available to the additional insured. A notation on the certificate of insurance referencing the additional insured status is not sufficient.

B. Automobile Liability. The Contractor will maintain automobile liability insurance with limits of at least \$1,000,000.00 combined single limit. The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

C. Indemnification. Contractor agrees to and shall defend, indemnify, and hold harmless the City and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's activities or omissions arising out of or resulting from Contractor's negligence in providing any of the services under this Contract, including, without limitation, fines, penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.

SECTION 6: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

At all times during the term of this Contract, Contractor shall remain an independent contractor and shall not be deemed an employee of the City. Contractor shall comply with all applicable laws, ordinance, and codes and shall, at its own expense, secure and pay the fees and charges for all or any licensing required for Contractor's obligations under this Contract. All services provided shall comply with all local, state, and federal laws and regulations.

SECTION 7: LICENSING

Contractor warrants that it possesses all licenses and certificates necessary to perform the services herein and is not in violation of any laws. Contractor warrants that its license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION 8: ASSIGNMENT

Contractor shall not delegate, sublet, or subcontract any part of the services required under this Contract or assign any monies due it hereunder without first obtaining the written permission of the City.

SECTION 9: TERMINATION

The City, at any time, by written notice, may order the Contractor to immediately vacate the premises and/or may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services (unless the notice directs otherwise).

A. If the termination is due to the failure of the Contractor to fulfill any of the Contract obligations, the City may take over the services and arrange to provide the same to completion by contract or otherwise.

B. Should the Contract be terminated not due in any way to the fault of the Contractor, the Contractor shall be entitled to a seven (7) day notice of the City's intent to terminate this Contract. In the event of termination, the City shall not be liable to the Contractor for losses or costs of any type after the date of such termination notice.

SECTION 10: LAW AND VENUE

This Contract and all claims, disputes, and other matters relating to this Contract shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance. Every action under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in Alleghany County, Virginia, or in the United States District Court for the Western District of Virginia in Roanoke, Virginia, and not elsewhere and Contractor submits itself to such jurisdiction.

SECTION 11: ADDITIONAL PROVISIONS

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, pregnancy, childbirth or related medical conditions including lactation or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

D. Contractor does not and shall not during the performance of this Contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

E. Pursuant to Section 2.2-4311.2 of the Code of Virginia (1950, as amended), if the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered limited liability partnership, Contractor shall provide documentation acceptable to City establishing that Contractor is 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 (1950), as amended, or as otherwise provided by law. The Contractor shall not allow its existence to lapse or its certificate of authority to be revoked or cancelled at any time during the term of this contract. The City may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

F. All notices which may be proper or necessary to be served and payments to be made hereunder may be sent by regular mail, postage prepaid, to the following addresses or to such other addresses as either party may hereafter designate for such purpose in writing:

To City:
Covington City Manager
333 West Locust Street
Covington, Virginia 24426

To Contractor:



F. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

SECTION 12: ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede all prior verbal statement of any official or to the representatives of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents, This Contract constitutes the entire agreement between the Contractor and the City and may be amended only by written instrument signed by both the Contractor and the City.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals.

CONTRACTOR

By _____

CITY OF COVINGTON, VIRGINIA

By _____

Allen Dressler, City Manager