



**CITY OF FRANKLIN**

**FINANCE OFFICE**

207 West 2<sup>nd</sup> Avenue, Franklin, VA 23851

**REQUEST FOR QUOTES (RFQ)**

**RFQ #:** 2021-01

**ISSUE DATE:** September 25, 2020

**TITLE:** Memorial Park Monument Removal

**PURCHASING AGENT:** Tracy Spence, tspence@franklinva.com

**REPLY NO LATER THAN: October 16, 2020 at 3:00 p.m.**

**Please return your response to the** Quotes may also be mailed to the Finance Office at the addresses above. Fax: 757-562-0402; Call 757-562-8535 for additional information.

1. **Site Visit:** A **MANDATORY** site visit is being held for this project. Site visit will be held at the Memorial Park, Clay Street, Franklin, VA 23851. It will be at **2:00 PM on Wednesday, October 7, 2020.**
2. **Questions:** Questions or comments related to this solicitation shall be directed to the Purchasing Agent not later than 1:00 p.m. on October 13, 2020. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.
3. There is **NO** Public Opening for this Solicitation. Award will be made to the lowest responsive and responsible Bidder.
4. The attached Terms and Conditions apply to this purchase.
5. Return this Page as the Cover Page of your Quote along with the Price Page, Reference Form, and any Supporting Documents.

**Company (Bidder) Information**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Federal Tax Identification Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Individual Name: \_\_\_\_\_ (Print) Title: \_\_\_\_\_

Signed: \_\_\_\_\_

**NO QUOTE**

If your firm is unable to provide a quote, please return this page by fax or email and provide the following:

\_\_\_ We do not provide this product/service No Bid because: \_\_\_\_\_

**PRICE PAGE**

(Completed Form Shall Be Submitted with the Quote)

**A. PRICE**

Item No.	Item Description	Quantity	Unit of Measure	Total Quote
1	De-installation and removal of Confederate monument at Memorial Park, in accordance with the specifications of this RFQ	1	each	\$

**NOTE: ALL QUOTES SHALL INCLUDE FREIGHT, DELIVERED FOR FRANKLIN, VA BIDDER SHALL INCLUDE ALL APPLICABLE DISCOUNTS**

**B. DELIVERY:** State timeframe needed to complete project: \_\_\_\_\_

**C. PAYMENT TERMS:** State Your Payment Terms \_\_\_\_\_

**REFERENCE PAGE**

**MUST BE FOR EQUIVALENT SERVICES**

(Completed Form Shall Be Submitted with the quote)

*Do Not Include the City of Franklin as a Reference*

**COMPANY NAME:** \_\_\_\_\_

**REFERENCE 1**

Name of Business, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Phone: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

Value of Contract: \_\_\_\_\_

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE 2**

Name of Business, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Phone: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

Value of Contract: \_\_\_\_\_

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SPECIFICATIONS

The Contractor shall supply goods or services that comply with the following specifications:

1. **Project description:** The City is seeking a general contractor or fine arts logistics company with experience installing and uninstalling large, heavy outdoor sculpture or monuments to de-install the Confederate monument at Memorial Park, Clay Street, Franklin, VA 23851. The monument shall be safely dismantled and reinstalled by the Contractor at Poplar Springs Cemetery, North High Street, Franklin, VA 23851. Monument is approximately 24' tall on a 9' square stepped base that will remain intact. It is made out of cementitious material.
2. **Installation details:** The monument likely was installed in sections, due to its size. Based on examinations of statue, there appears to be nine sections joined together with grout. Contractor shall confirm this on site at time of de-installation.
3. **Removal Process:** The monument shall be padded or wrapped in moving blankets or their equivalent. Heavy equipment with rigging is needed to separate and move the sections of the monument. It may be necessary to cut any internal joints.

First, Contractor shall remove the soldier figure from the top of the monument and transfer it to a truck for transport. In the truck, the figure shall be placed on additional padding and secured to prevent movement in transit. Whether the figure is able to travel upright will be determined on site by the City, based on the condition of the bottom of the plinth. Contractor shall deliver it to the Poplar Springs Cemetery. Removal of the middle and lower portions of the monument shall follow the same process.

4. **What to preserve:** The priority in de-installation is to separate the segments of the monument cleanly and to safely transfer them to Poplar Springs Cemetery. Extreme care shall be taken to remove the soldier figure without causing damage to it.
5. **Other requirements:** Bidders should submit a plan with their bids for dismantling, moving & erecting the monument. The plan should reiterate the requirements and the process laid out by the City in these specifications.
  - a. Obtain permit from the City's Building Official's Office at least five (5) days prior to work.
  - b. Coordinate with Miss Utility for the location and marking of any public utilities in the work area.
  - c. Coordinate with City of Franklin Public Works for the location and marking of any private utilities in the work area.
  - d. Provide temporary barricades and other protection to prevent injury to people and properties.
  - e. Perform an assessment of the condition of monument to determine whether removing the monument might result in damage to or unplanned collapse of any portion of monument.
  - f. Safely remove monument from its current position without damage to monument and place in truck for transport.
  - g. Transport the monument to Poplar Springs Cemetery.
  - h. Restore any damage to the ground, sidewalks or streets on both sites which occur from the removal and replacement of the statue.
  - i. Remove all debris from site.
  - j. Return all areas of Memorial park and Poplar Springs Cemetery to condition existing before monument removal operations began.
  - k. Prior to erection the monument shall be cleaned
  - l. Erect the monument at Poplar Springs Cemetery, assuming no site preparation costs.
  - m. The City will provide review and approval of any and all traffic control plans needed if street or lane

closures are necessary for the removal and installation of the monument. Access to the monument is prohibited from Meadow Lane.

- n. Provide any requested security needs 72 hours in advance of the monument removal or re-installation.
6. **Timeframe:** De-installation shall be completed within 7 days of the City's issuance of a notice to proceed, weather permitting. However, the City is requesting that the Contractor complete this project as soon as possible.

Cranes and heavy equipment shall be limited to those without tracks or track tires, and such equipment shall be allowed on both properties only when soils are dry and have been so for several days. Crane mats or construction matting shall be used.

7. **Qualifications of bidders:** The Contractor that will handle this project shall have undertaken construction/art conservation services projects in the Commonwealth of Virginia either as a prime or subcontractor in the past 10 years. The Contractor shall describe two such projects (under public or private ownership) that it has executed, using either the attached reference form or a separate piece of paper if more room is needed. Describe projects that will enable the City to sufficiently understand the Contractor's capabilities that would be similar to those needed to execute the work described in this RFP.

The Contractor's project manager most likely to be assigned to this project shall have served as Project Manager on at least two (2) construction /art conservation services projects in the last ten (10) years within the Commonwealth of Virginia. Equivalent or comparable experience may be considered, at the City's sole discretion; however, it shall be sufficiently similar so that the City may conclude that the proposed project manager is familiar with and capable of handling the project described herein.

**CONTRACT SPECIFIC TERMS AND CONDITIONS**

1. **QUESTIONS:** Questions regarding this Request for Quote (RFQ) must be received prior to the date and time posted on the cover page.
2. **SITE VISIT:** A **MANDATORY** site visit is being held for this project. Site visit will be held at the Memorial Park, Clay Street, Franklin, VA 23851. It will be at **2:00 PM on Wednesday, October 7, 2020.**
3. **CONTRACTOR QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
4. **METHOD OF AWARD:** The City will make a single award, based on the Total Quote, to the lowest responsive and responsible Bidder.
5. **CONTRACT/AGREEMENT:** Issuance of a Purchase Order shall constitute the contract.
6. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Purchasing Agent in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.
7. **METHOD OF ORDERING:** Receipt of a Purchase Order constitutes the authorization to provide the goods or services specified on the order.

**NOTE: The City utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.**

8. **INVOICING:** The Purchase Order number and the Contract Number (when applicable) shall be included on each invoice and packing slip. Failure to include this information may delay payment. Invoices shall be sent to: Department of Finance, 207 West 2<sup>nd</sup> Avenue, Franklin, VA 23851. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.
9. **PAYMENT:** Payment will be authorized following receipt of a valid invoice which must include the Purchase Order Number, Description of Goods and Services, and Total Price. Invoices may be submitted following completion of the project.
10. **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Franklin, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

Prior to submitting a quote, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

Contractor shall provide insurance certificates and endorsements within seven (7) days from the date of the City's request. Failure to provide the certificates and endorsements within this timeframe may be cause for

the City to award a contract to the next responsive Bidder and hold the original Bidder/Offeror liable for excess costs.

Insurance requirements are specified herein as Exhibit I.

11. **EXAMINATION OF CONDITIONS:** Each Bidder shall fully investigate site conditions, determine work conditions, and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the Contractor from furnishing all materials or performing the work in accordance with the Specifications.
12. **SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFQ acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

## STANDARD TERMS AND CONDITIONS

### 1. PRE-BID AND BID SUBMISSION REQUIREMENTS:

- a. Direct contact with anyone other than the City of Franklin Purchasing Agent, including other City departments or the City's consultants, regarding this Request for Quotes (also referred to as "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Bidder is ineligible for award.
- b. Quotes received by the Purchasing Agent after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the quote is non-responsive.
- c. A Notice of Award will be posted on eVA, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). A direct link to all City of Franklin solicitations is located at the City webpage (<https://www.franklinva.com/business/bidsrfps/>).
- d. All quotes shall be submitted in accordance with this Request for Quotes. If more space is required to furnish a description of the goods and/or services quoted, the Bidder may attach that additional information with the quote.
- e. All quotes must be signed by an officer or employee having the authority to sign on behalf of the firm.
- f. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink. Any corrections must be initialed and dated in ink by the person signing the quote. Illegible notations may result in a determination that the quote is non-responsive.
- g. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.
- h. The Terms, Conditions and Specifications in this Request for Quotes shall supersede any terms and conditions offered by the Bidder. Any additional conditions a Bidder intends to be considered must be submitted with the quote and be noted as an exception, however, exceptions may result in the quote being determined non-responsive. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.
- i. Failure to submit a quote on the official City form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the quote.
- j. Each quote shall be submitted with the understanding that, upon acceptance by the City, the Bidder shall furnish any or all of the goods and/or services described herein. The accepted quote shall constitute a contract between the Bidder and the City and shall bind the Bidder to furnish and deliver the goods and/or services at the stated prices and in accordance with the Terms, Conditions and Specifications of the Request for Quotes and quote. The City shall order the goods and/or services from the Bidder at the stated prices except for reasons beyond reasonable control including but not limited to availability of funds and the Contractor's inability to deliver goods or services within the required timeframe.
- k. Submission of a quote is not to be construed as an award or an order to ship.
- l. A quote by the Bidder certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Bidder from award of a contract.
- m. Bidders have the right to request withdrawal of their quotes from consideration due to error by giving written notice not later than two business days after quotes are publicly opened. Work papers showing evidence of error(s) may be required.

2. **ADDENDA:** Changes or supplemental instructions to this Request for Quotes will be posted online with this solicitation. It is the Bidder's responsibility to check for addenda prior to the quote due date and time to ensure that all addenda are received.

All Bidders shall acknowledge receipt of Addenda with the quote. Acknowledgement of all Addenda shall be in the space provided on the Bid Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the Quote may be deemed non-responsive.

- a. The City posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). A direct link to all City of Franklin solicitations is located at the City webpage (<https://www.franklinva.com/business/bidsrfps/>).

**3. AWARD:**

- a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)).
- b. Award will be made to the lowest responsive and responsible Bidder (reference Method of Award provision contained herein). The ability, capacity, skill, character, integrity, reputation, judgement, experience, efficiency, ability to perform within the time specified, quality of performance of previous contracts, financial resources, suitability of goods or services to particular purpose and future maintenance and service and any exceptions noted will be taken into consideration in making an award.
- c. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. The results of investigations and inspections may result in rejection of the quote. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications.
- d. The City reserves the right to reject any quote in whole or in part and to delete items before making an award when the City determines that any of the quote prices are significantly unbalanced to the potential detriment of the City and for other reasons when in the City's best interest.
- e. The City reserves the right to waive any informality if it is determined to be in the best interest of the City.
- f. In the event of an error or inconsistency between the unit price(s) and the extension of prices, the unit price(s) shall govern.
- g. If the quote from the lowest responsive and responsible Bidder exceeds available funds, the Purchasing Agent or designee may negotiate with the apparent low Bidder to obtain a contract price within available funds.
- h. A Bidder may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.

4. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Request for Quotes shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Finance Office. The Finance Office primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.
5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

7. **COOPERATIVE PURCHASE:** If authorized by the Bidder, the contract resulting from this Request for Quotes may be extended to other public bodies, agencies or institutions within the United States to purchase at contract prices, terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Franklin is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s), if desired.
8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The City of Franklin desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Franklin encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service-Disabled Veteran-Owned Business Requirements Form.
9. **FAITH BASED ORGANIZATIONS:** The City of Franklin does not discriminate against faith-based organizations.
10. **NON-DISCRIMINATION:** During the performance of a contract with the City, the Contractor agrees as follows:
  - a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
  - 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. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

11. **DRUG FREE WORKPLACE:** During the performance of a contract with the City, 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 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 subsection, "A 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 subsection, 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.

## 12. PAYMENT TERMS:

- a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Bidder on the Bid Form. Alternate terms may be offered for prompt payment of bills.
- b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- c. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.
- d. If offered by the Bidder, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- e. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.
- f. The City does not make advance payments for goods or services by practice.

13. **TAXES:** Sales to the City of Franklin are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

14. **HOLD HARMLESS AND INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the City, 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 lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of Contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

15. **INTERPRETATION OF SPECIFICATIONS:** The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

16. **LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

17. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Franklin City Code. Any litigation with respect thereto shall be brought in the courts of the City of Franklin, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division.

18. **RIGHTS UNDER ANTITRUST LAWS:** The Bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the quote. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Bidder certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.
20. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
21. **DEFAULT:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.
22. **TERMINATION FOR CONVENIENCE:** The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

23. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

24. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
25. **SEVERABILITY:** If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
26. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
27. **CONFLICT:** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Finance Office, the contract documents shall control.

28. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.
29. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate workspace in order to conduct audits.
30. **ENTIRE AGREEMENT:** The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

**EXHIBIT I  
INSURANCE REQUIREMENTS**

**1. General Insurance Requirements:**

- a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated “A” or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Finance Office. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days’ prior written notice (10 days’ for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.
- b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.
- c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor’s performance of the Work and Contractor’s other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment shall be with the same company. Contractor also agrees that their insurance is primary.
- d. Other insurance may be required depending on the scope of work presented.

**The City of Franklin shall be an Additional Insured in all such policies.**

**2. Insurance Requirements**

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

**Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Franklin.**

**a. Commercial General Liability**

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)	\$1,000,000
Property Damage per occurrence (PD)	\$1,000,000

If Policy has Aggregate Provisions –

Minimum Annual Aggregate Limit                      \$1,000,000

**b. Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence    \$1,000,000.

**c. Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer’s liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL)                              \$2,000,000

**d. Workers’ Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers’ Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

**e. Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

“The City of Franklin, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days’ advance written notice of cancellation or non-renewal of insurance to the City of Franklin (at least 10 days for cancellation due to non-payment of premium).”

**f. Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

**EXHIBIT II  
PICTURE**



### EXHIBIT III MAP

