NOTICE OF AWARD OF CONTRACT

TO: VIRGINIA PUBLIC WORKS EQUIPMENT COMPANY
8383 OLD RICHFOOD ROAD
MECHANICSVILLE, VA 23116

DATE ISSUED: OCTOBER 22, 2012
CURRENT CONTRACT NO: 570-13

CONTRACT TITLE: OEM PARTS AND SERVICES FOR SWEEPERS, SEWER VACTORS AND LEAF MACHINES
PRIOR CONTRACT NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 6, 2013.

This is the FIRST year award notice of a possible FOUR year contract.

The contract documents consist of the terms and conditions of Agreement No. 570-13, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO EXHIBIT A (ATTACHED)
2) FIRM PERCENTAGE DISCOUNT FOR CONTRACT TERM

ATTACHMENTS:
CITY OF RICHMOND INVITATION TO BID U11268-1

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ERIC ROCCCHICIOI
VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL: ERIC@VPWE.COM

COUNTY CONTACT: MATTHEW DAVILA
EMAIL: CMDAVILA@ARLINGTONVA.US

TELEPHONE NO.: 804-730-4040

TELEPHONE NO.: 703-228-6467

CONTRACT AUTHORIZATION
delpine Lambert 
Buyer
Date 10/22/12

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
RIDER AGREEMENT NO. 570-13

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Virginia Public Works Equipment Company, Inc., 8383 Old Richfood Road Mechanicsville, VA, 23116 ("Contractor"), a North Carolina Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement and Exhibit A (City of Richmond Contract No. 11268-1 and its exhibit A “Pricing and specifications”), together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a contract awarded to the Contractor by the City of Richmond, Virginia and extended by the Contractor to the County on the same pricing, terms, and conditions as the Contractor’s agreement with the City of Richmond, and substituting the phrase “Arlington County”, as appropriate, for the phrases “the City of Richmond, Virginia”, or “The City” wherever those phrases appear in the Contract Documents.

Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide OEM parts and service for sweepers, sewer vacutors, and leaf machines.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Contractor’s provision of goods for the County (“Work”) shall commence upon execution of this agreement by the County and shall be completed no later than June 6, 2013 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, and only if the City of Richmond Contract No. 11268-1 is renewed for additional
12 month terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from June 7, 2013 to June 6, 2016 (each such period shall be referred to as a "Subsequent Contract Term"). However, if the City of Richmond Contract No. 11268-1 is not renewed, this Agreement shall automatically expire on the date of the City of Richmond Contract No. 11268-1’s expiration date.

4. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

5. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

6. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

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 related 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 the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the
Contractor acknowledges that it does not, and shall not during the
performance of this Contract for goods and/or services in the Commonwealth,
knowingly employ an unauthorized alien as that term is defined in the federal

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 by Arlington County in accordance with the Arlington County
Purchasing Resolution, the employees of which contractor 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.

10. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to
save, defend, hold harmless and indemnify the County, and all of its elected
and appointed officials, officers, current and former employees, agents,
departments, agencies, boards, and commissions (collectively the "County" for
purposes of this section) from and against any and all claims made by third
parties or by the County for any and all losses, damages, injuries, fines,
penalties, costs (including court costs and attorney's fees), charges,
liability, demands or exposure, however caused, resulting from, arising out
of, or in any way connected with the Contractor's acts or omissions,
including the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of the work called for by the Contract
Documents. This duty to save, defend, hold harmless and indemnify shall
survive the termination of this Contract. If, after notice by the County,
the Contractor fails or refuses to fulfill its obligations contained in this
section, the Contractor shall be liable for and reimburse the County for any
and all expenses, including, but not limited to, reasonable attorneys' fees
incurred and any settlements or payments made. The Contractor shall pay such
expenses upon demand by the County, and failure to do so may result in such
amounts being withheld from any amounts due to Contractor under this
Contract.
11. **RELATION TO COUNTY**
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. **DISPUTE RESOLUTION**
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment.

The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

13. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal.
unless otherwise specified in the Contract.

15. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Eric Rocchiccioli
Virginia Public Works Equipment Company
8383 Old Richfood Road
Mechanicsville, VA 23116

TO THE COUNTY:

Matthew Davila, Project Officer
Arlington County, Virginia
2701 South Taylor Street
Arlington, VA 22206

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

16. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Garage Liability: $1,000,000 Bodily injury, Property Damage per occurrence

e. Garagekeepers liability: $500,000 comprehensive, $500,000 collision

f. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation and Auto and Professional Liability. A copy of the Additional Insured endorsement must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

g. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
i. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

j. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
C/O The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 10/22/12

VIRGINIA PUBLIC WORKS EQUIPMENT

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Eric Racchiccioli, President
DATE: 10/11/12
CITY OF RICHMOND
GOODS AND SERVICES CONTRACT

This Contract, dated this 23rd day of May, 2011 (the “Commencement Date”) between the City of Richmond, Virginia (the “City”) and Virginia Public Works Equipment. (the “Contractor”), is binding among and between these parties as of the date of the City’s final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Invitation for Bid No.U11268-1 (the “Invitation for Bid”) for the OEM Parts and Service: Sweepers, Sewer Vactors, and Leaf Machines bid.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.

2. **Contract Amount.** All costs, fees and prices shall be as set forth in the Contractor’s Pricing and Specifications dated April 26, 2011, which is hereby incorporated as Exhibit A. All payments shall be as provided in the Contract Documents.

3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from first to last:
   
   A. This Goods and Services Contract between the City and the Contractor.
   B. The General Terms and Conditions attached to the Invitation for Bid (as modified by any addenda).
   D. The Specifications attached to the Invitation for Bid (as modified by any addenda).

   All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract in three counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

For the CONTRACTOR:

By: Eric Rocchi
   (signature in ink)
   Date: 5/25/11

For the CITY:

By: Cherry D. Wright
   (signature in ink)
   Date: 6/9/11

Director of Procurement Services

ATTEST:

By: Byron C. Marshall
   (signature in ink)
   Date: 6/17/11

Chief Administrative Officer

IF A CORPORATION, AFFIX CORPORATE SEAL
CITY OF RICHMOND

PROCUREMENT SERVICES CONTRACT MODIFICATION
(CONTRACT RENEWAL)

THIS CONTRACT MODIFICATION entered into this day, April 16, 2012, by and between the CITY OF RICHMOND, hereinafter referred to as the “City,” and Virginia Public Works Equipment Company hereinafter referred to as the “Vendor,”

WHEREAS, on June 07, 2011, the City and the Vendor entered into Contract No. 11268-1 and

WHEREAS, the parties deem it to be to their mutual benefit to modify the aforementioned contract;

NOW, THEREFORE,

WITNESSETH:

That for and in consideration of the mutual benefits to be derived by the City and the Vendor, Contract No. 11268-1 is hereby modified as follows:

1. The contract period shall be renewed for the period of one (1) year beginning June 07, 2012 through June 06, 2013 exercising renewal option number one (1) of the four (4) contractually allowable renewal options.
2. The contract number shall be modified to 11268-2 to represent the renewed contract period as stated above.

In further consideration of the premises, the City and the Vendor covenant and agree with each other that Contract No. 11268-2, between the parties, except as modified herein, shall be and remain in full force and effect.

[Signatures]

Cheryl D. Wright
Director, Procurement Services
4/20/12

[Signatures]

Vendor
4/20/12

Reference Policy No. 48, Contract Renewals, Extensions, and Option Exercises

Revised 10-28-10
FORMAL BID

City of Richmond, Virginia
Richmond Procurement Services
900 East Broad Street, 11th Floor Room 1104
Richmond, VA 23219-1907

Invitation No.: U11268-1
Date: April 15, 2011

Buyer: Tangela Innis, VCO
Telephone Number: 804-646-0362
Email Address: Tangela.Innis@Richmond.gov

BID DUE DATE: April 25, 2011
BID DUE TIME: 11:00 a.m.

Sealed bids are subject to the terms and conditions stated hereof, within, and attached to this bid.

COMMODITY: FURNISH AND DELIVER THE CITY REQUIREMENTS OF OEM PARTS AND SERVICE: SWEEPERS, SEWER VACTORS, AND LEAF MACHINES, IF AND WHEN ORDERED FOR THE PERIOD OF (1) YEAR WITH 4 OPTIONS TO RENEW.

MY SIGNATURE ON THIS BID CERTIFIES AND WARRANTS THAT THE BID 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 GOODS TO BE SHIPPED FROM THE FINAL ASSEMBLY POINT.

All supplies and/or services for Delivery, F.O.B.: 2901 North Boulevard, Richmond, VA 23230

All items quoted must be as specified or as approved equal, approved in writing by Richmond Purchasing Services. Unless otherwise specified Brand Name used herein is to establish standard of quality and level of performance only. When applicable Illustrations & Literature on proposed items should accompany bid. Vendor may quote as specified or quote one or more approved equals or both.

NO CONTACT POLICY: Any contact with any City Representative other than the Purchasing Officer assigned to a procurement, concerning a City Bid or Proposal is prohibited. Such unauthorized contact may disqualify your firm from the subject purchasing transaction.

Vendor shall state delivery date as it may be considered in making the award.

The vendor is responsible for taking all necessary steps to ensure the receipt of their proposal no later than the above referenced Bid Due Date and Time. Bids received after the Due Date and Time will not be accepted, and will be returned unopened.

This form must be completed and signed by an authorized representative.

**The successful awarded bidder will be required to be registered with the City of Richmond. This requires a completion and submission of the City’s Vendor Bidder Application Form available on the Department of Procurement Services website. Click on the tab “Forms” and the application form is the second link down. The website is at: http://www.richmond.gov/departments/procurement/ **

--- TO BE COMPLETED BY VENDOR ---

In compliance with the above invitation for bid, and subject to all the terms and conditions thereof, the undersigned offers, and agrees, if this bid is accepted within __30__ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the same price set opposite each item, delivered at the point specified and unless otherwise specified within __5 - 10__ calendar days from order. The City’s terms are __NET 30__ unless otherwise indicated herein. __NET 30__ . Time allowed for cash discounts will be computed from date of receipt of properly executed invoice forms or date of delivery, whichever is later.

Firm/Vendor

Authorized Signature: Eric Rocchiacci
Date: 4-26-11

Address

383 Old Richmond Rd.

City: Mechanicsville, VA State: VA Zip Code: 23116

Phone: 804-780-4040 Fax: 804-780-4242

Cultural Identification Number: S621686101 E-mail Address: eric@vawe.com
SECTION I
PRICING AND SPECIFICATIONS

City of Richmond
RICHMOND PROCUREMENT SERVICES
900 East Broad Street, 11th Floor
Richmond, Virginia 23219-1907

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<th>QUANTITY</th>
<th>COMMODITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
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NOTE: OFFERORS ARE TO SUBMIT AN ORIGINAL (SO MARKED) AND ONE (1) COPY OF THEIR PROPOSAL, INCLUDING ILLUSTRATIVE LITERATURE SIGNED BY THE OFFEROR’S CONTRACTUALLY BINDING AUTHORITY.

Items left blank or marked $0 shall deem the bidder non-responsive. The City reserves the right to make multiple awards to vendors offering services for the same style equipment.

1. ORIGINAL EQUIPMENT MANUFACTURER (OEM)

The City of Richmond is interested in establishing an OEM parts, materials and labor contract for major repairs on Sweeper hydrostatic pumps, transfer gearboxes, water systems, PTO hydraulic clutch and brake assembly, conveyor assembly, guide wheel suspension, hydraulic pumps and motors, fan clutches, blades and housing, hoses, belts and body repair, telescopic suction tubes and booms controls. The contract would be for a period of one (1) year with four (4) one-year renewal options. The price list shall be submitted as a part of this Invitation to Bid.

Below is the list of equipment The City of Richmond currently utilizes.

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EXHIBIT A

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023761    2002    UNDGR    SEWER JET    1TP616221P394650
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923762    1992    SRECO    SEWER RODDER    6178
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024720    2002    ELGIN    SWEEPER    S-9034-D
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054793    2005    ELGIN    SWEEPER    PW4435D
084714    2008    ELGIN    SWEEPER    NPO391D
084718    2008    ELGIN    SWEEPER    NPO392D
084761    2008    ELGIN    SWEEPER    NPO393D

Labor will be at furnished at the following rates:

Regular Time

Over Time and Weekend

& Holidays

The successful vendor shall offer the City 10% off the list price for parts, deliver said parts to the City within 48 hours after receipt of order and provide warranty of 2 months/miles.

Award(s) shall be based on Regular time hourly labor rates.
FORMAL BID

City of Richmond, Virginia
Richmond Procurement Services
900 East Broad Street, 11th Floor Room 1104
Richmond, VA 23219-1907

Buyer: Tanglea Innis, VCO
Telephone Number: 804-646-0362
Email Address: Tanglea.Innis@Richmondgov.com

Invitation No.: U11268-1
Date: April 15, 2011
Bid Due Date: April 25, 2011
Bid Due Time: 11:00 a.m.

Sealed bids are subject to the terms and conditions stated hereof, within, and attached to this bid.

COMMODITY: FURNISH AND DELIVER THE CITY REQUIREMENTS OF OEM PARTS AND SERVICE: SWEEPERS, SEWER VACTORS, AND LEAF MACHINES. IF AND WHEN ORDERED FOR THE PERIOD OF (1) YEAR WITH 4 OPTIONS TO RENEW.

MY SIGNATURE ON THIS BID CERTIFIES AND WARRANTS THAT THE BID 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 GOODS TO BE SHIPPED FROM THE FINAL ASSEMBLY POINT.

All supplies and/or services for Delivery, F.O.B.: 2901 North Boulevard, Richmond, VA 23230

All items quoted must be as specified or an approved equal, approved in writing by Richmond Purchasing Services. Unless otherwise specified Brand Name used herein is to establish standard of quality and level of performance only. When applicable Illustrations & Literature on proposed items should accompany bid. Vendor may quote as specified or quote one or more approved equals or both.

NO CONTACT POLICY: Any contact with any City Representative other than the Purchasing Officer assigned to a procurement, concerning a City Bid or Proposal is prohibited. Such unauthorized contact may disqualify your firm from the subject purchasing transaction.

Vendor shall state delivery date as it may be considered in making the award.

The vendor is responsible for taking all necessary steps to ensure the receipt of their proposal no later than the above referenced Bid Due Date and Time. Bids received after the due date and time will not be accepted, and will be returned unopened.

This form must be completed and signed by an authorized representative.

**The successful awarded bidder will be required to be registered with the City of Richmond. This requires a completion and submission of the City's Vendor Bidder Application Form available on the Department of Procurement Services website. Click on the tab "Forms" and the application form is the second link down. The website is at: http://www.richmondgov.com/departments/procurement/**

<table>
<thead>
<tr>
<th>To Be Completed By Vendor</th>
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<tbody>
<tr>
<td>Firm/Vendor</td>
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<td>Area Code &amp; Phone No. &amp; Fax No.</td>
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SECTION I
PRICING AND SPECIFICATIONS

City of Richmond
RICHMOND PROCUREMENT SERVICES
900 East Broad Street, 11th Floor
Richmond, Virginia 23219-1907

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>COMMODITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
</table>

NOTE: OFFERORS ARE TO SUBMIT AN ORIGINAL (SO MARKED) AND ONE (1) COPY OF THEIR PROPOSAL, INCLUDING ILLUSTRATIVE LITERATURE SIGNED BY THE OFFEROR'S CONTRACTUALLY BINDING AUTHORITY.

Items left blank or marked $0 shall deem the bidder non-responsive. The City reserves the right to make multiple awards to vendors offering services for the same style equipment.

1. ORGINAL EQUIPMENT MANUFACTURER (OEM)

The City of Richmond is interested in establishing an OEM parts, materials and labor contract for major repairs on Sweeper hydrostatic pumps, transfer gearboxes, water systems, PTO hydraulic clutch and brake assembly, conveyor assembly, guide wheel suspension, hydraulic pumps and motors, fan clutches, blades and housing, hoses, belts and body repair, telescopic suction tubes and booms controls. The contract would be for a period of one (1) year with four (4) one-year renewal options. The price list shall be submitted as a part of this Invitation to Bid.

Below is the list of equipment The City of Richmond currently utilizes.

<table>
<thead>
<tr>
<th>UNIT #</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
<th>VIN</th>
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</table>
Labor will be at furnished at the following rates:

Regular Time $_____ /Hour

Over Time $_____ /Hour

Weekends & Holidays $_____ /Hour

The successful vendor shall offer the City _____ % off the list price for parts, deliver said parts to the City within ________ hours after receipt of order and provide warranty of ________ months/miles.

Award(s) shall be based on Regular time hourly labor rates.
SECTION I

SPECIFICATIONS

1.1 PURPOSE

The City of Richmond, Bureau of Fleet Management has an immediate and ongoing need for a qualified vendor to supply Original Equipment Manufacturer (OEM) parts and labor to assist in maintaining its fleet of Sweepers, Sewer Vactors, and Leaf Machines.

1.2 SCOPE OF SERVICES

The Contractor shall be responsible for all major repairs on sweepers such as hydrostatic pumps, transfer gearbox, water systems, PTO hydraulic clutch and brake assembly, conveyor assembly and guide wheel suspension. On sewer vactor and jets, fans clutch, housing and fan, hydraulic pumps, water pumps, telescopic suction tubes and boom controls. Leaf machine, fan clutch, housing and fan, hoses, belts, impeller and liner replacement and body repair.

Replacement parts shall be OEM (or approved equal). Manufacturer for sales, service and parts of Elgin Sweepers, Vactor Sewer/Jetters and combination trucks, Giant Vac Leaf Machines, Crane Carie Truck Dealer safety recalls and service bulletin work.

All parts shall be OEM and all fluids shall meet or exceed manufacturers’ specifications. Service work conducted shall be conducted in accordance with manufacturers’ instructions or “industry accepted best practice” at all times. Fleet Management will be responsible for pickup and delivery of all vehicles. The turnaround time for repairs shall not exceed two business days. If a repair takes longer than two days, the contractor is responsible for notifying Fleet Management of the cause for delay and expected completion date. All repairs performed by the contractor shall carry a 90 day warranty from the date the unit is returned to the City of Richmond. City of Richmond will be responsible for delivery and pick up of all vehicles.

The Contractor shall maintain sufficient stock levels of the most commonly used parts as to minimize equipment downtown and avoid unnecessary freight charges to the City of Richmond. When freight charges are applicable, the vendor invoice shall clearly identify part(s) ordered and the associated freight charges.

Bids must itemize all cost proposed to be charged against any resulting contract. Additional charges not included in the agreement must have prior approval by the City.

Bidders shall include in this solicitation regular labor rate, overtime rate, holiday rates and percentage discount off list pricing for all parts, fluids and shop supplies used during the repairs to City of Richmond equipment. Failure to submit the regular labor rate, overtime rate, holiday rates and percentage discount off list pricing may be cause for rejection of bid.

1.3 PRICE LIST

Bidder shall submit with this bid the current price list published by the manufacturer. The successful bidder or bidders shall be required to furnish at least two copies of such price list and all revisions thereto, during the period of the contract.
SECTION II
CITY'S TERMS AND CONDITIONS

2.1 ADVERTISING CLAUSE

It is understood and agreed that, in the event a contract is awarded for the supplies, equipment, or services included in this proposal, that no indications of such sales or services to the City of Richmond will be used in any way in product literature or advertising unless with written approval of the City of Richmond and only for bibliographical and curriculum vitae purposes.

2.2 APPLICABLE LAW AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the City of Richmond and any litigation with respect thereto shall be brought in the courts of the City. In performing the Work under the Contract, the Contractor shall comply with applicable Federal, State, and Local laws and regulations.

2.3 ASSIGNMENT & SUBCONTRACTING

The Contractor shall not assign the Contract or any parts of the Contract without the prior written consent of the Owner nor shall the Contractor assign any monies due or to become due hereunder without the prior written consent of the Owner.

The contract shall not be subcontracted without the prior approval of the City of Richmond.

2.4 AUDIT

The City reserves the right to audit all aspects of the contract: the vendor's financial capability and accounting system, basis for progress payments, compliance with applicable laws, as well as appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. In cases where the vendor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the metro-Richmond area.

2.5 AUTHORIZED SIGNATURE

All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent contract.
2.6 **AVAILABILITY OF FUNDS**

It is understood and agreed between parties to any agreement resulting from this proposal that the City shall be bound thereunder only to the extent of funds available or which may thereunder become available for the purposes of this agreement.

It is further understood and agreed between the parties to any agreement resulting from this proposal that the City shall not be obligated to purchase or pay for insurance and/or services covered by this agreement unless and until they are ordered, delivered, or performed for the City.

2.7 **AWARD**

The City of Richmond will make the award to the lowest responsive/responsible bidder/proposer. The Procurement office reserves the right to conduct any test it may deem advisable and to make all evaluations necessary. Additional criteria will be considered in the award of Requests for Proposals. The City of Richmond also reserves the right to reject any or all bids/proposals, 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 City of Richmond to be in its best interest. The City also reserves the right to award in whole or in part; to one vendor or multiple vendors, whichever is deemed to be most advantageous and in the best interest of the City.

2.8 **BONDING**

The City reserves the right to require the successful bidder to furnish a performance bond in the amount of contract before award of contract. If no bond can be furnished by the successful bidder, the City reserves the right to award the contract to the next lowest responsible bidder. If performance and payment bonds are specified in the bid invitation, contractor shall pay cost thereof; if not specified, the contractor, when requested to do so, shall secure performance bond and the City of Richmond, Virginia shall pay the cost thereof.

2.9 **CANCELLATION**

Any resulting contract shall be subject to cancellation by either party upon ninety- (90) days written notice, one to the other.

The City may cancel any resulting contract immediately at any time for the Vendor's failure to perform its obligations under such contract or to otherwise adhere to the terms and conditions of such contract by delivering written notice of such cancellation to the vendor.

2.10 **CENTURY COMPLIANCE**

Hardware, software and firmware products, individually and in combination, shall be capable of processing dates that cross or span century boundaries with the correct system
2.11 **Contractor Accessibility**

It is understood and agreed that in the event of equally qualified (and responsive) bidders for an award, the award shall be granted to the bidder with the greatest degree of accessibility to the City officials responsible for administering the contract. (This policy shall not apply if specifically prohibited.)

2.12 **Contractor Misrepresentation**

If any applicant knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding an offer to bid on this project.

Any contractor or firm falsely representing proposed MBE participation, or fails to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract and may include the following:
(a) forfeiture, (b) investigation, and/or (c) debarment.

2.13 **Cooperative Procurement**

Unless specifically prohibited by the bidder in the bid document, any resultant contract of this solicitation may be extended to the Richmond Public Schools or any public agency or body in, but not necessarily limited to, the Central Virginia area to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid. The successful vendor shall deal directly with each agency in regard to order placement, delivery, invoicing and payment.

2.14 **Default**

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

Time of proposed delivery shall be stated in number of calendar days. General terms such as "stock", "immediately", and "as soon as possible", may because for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.

2.16 **DESCRIPTIVE LITERATURE**

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

2.17 **DRUG FREE WORK PLACE**

City Resolution No. 2000-R197-191 prohibits the City of Richmond from contracting with any vendor that fails to comply with this policy. The vendor by its signature hereto certifies that it has taken and shall continue to take appropriate and effective action to (1) educate its employees about the dangers of drug abuse in the workplace; (2) provide its employees with effective drug counseling, rehabilitation and/or employee assistance programs; (3) discipline employees who violate the requirement of a drug free workplace, and (4) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The vendor is also prohibited from contracting with any other party that fails to comply with this policy.

Failure by a vendor or its subcontractor to comply with the provisions outlined above will be cause for termination of the contract.

Vendors may contact the City's Minority Business Enterprise Office at (804) 646-3985 for information about a grant-sponsored program to assist vendors in developing a drug free workplace policy.

2.18 **EMPLOYMENT DISCRIMINATION**

The City of Richmond prohibits employment discrimination by its contractors. In accordance with Section 2.2-4311 of the Virginia Public Procurement Act, during the performance of every contract over $10,000, the contractor agrees as follows: (a) the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees
and applicants for employment, notices setting forth the provisions of this
discrimination clause; (b) the contractor, in all solicitations or advertisements for
employees placed by or on behalf of the contractor, will state that such contractor is an
equal opportunity employer; (c) notices, advertisements and solicitations placed in
accordance with federal law, rule or regulation shall be deemed sufficient for the purpose
of meeting the requirement of this section. The contractor will include the provisions of
this section in every subcontract or purchase order of over $10,000, so that the provisions
will be binding upon each subcontractor or vendor.

2.19 ETHICS IN PUBLIC CONTRACTING

By signing this solicitation, the bidder/offeror certifies that he has not violated any
provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The
bidder/offeror certifies that his bid/proposal is made without collusion or fraud and that he
has not offered or received any kickbacks or inducements from any other bidder/offeror,
supplier, manufacturer or subcontractor in connection with his bid/proposal and that he has
not conferred on any public employee having official responsibility for this procurement
transaction any payment, loan, subscription, advance, deposit of money, services or
anything of more than nominal value, present or promised, unless consideration of
substantially equal or greater value was exchanged. The bidder/offeror agrees that if such
warranty is in any respect breached, he will pay to the City the full price agreed by the City
to be paid for the supplies, materials, equipment or services to be furnished under his bid or
proposal.

2.20 EXTENSION OF CONTRACT

The City of Richmond reserves the right to extend the resulting contract for any reason
for a period(s) up to but not to exceed 12 months. Any extension beyond 12 months will
be subject to the City’s renewal clause as stipulated above. This provision in no way
impacts or alters the City’s ability to renew the resulting contract consistent with the
renewal option clause. This extension clause may be exercised when the City determines
that an extension of the contract is advantageous to the City. If it is then decided to
renew the resulting contract, the renewal date will commence on the day following the
last day of the contract extension.

2.21 INCORPORATION OF POLICIES AND PROCEDURES

This solicitation is subject to the provisions of the Chapter 22.1 of the Code of the City of
Richmond, the Department of Procurement Services Policies and Procedures and the
Virginia Public Procurement Act and any revisions thereof, which are hereby incorporated
into this contract by reference. Copies of these documents may be viewed at the City of
Richmond’s website (www.RichmondGov.com).

2.22 INDEMNITY
The Vendor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Vendor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Vendor, its officers, agents and employees.

2.23 INFORMALITIES

The City reserves the right to waive any informality in bids. Bids making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

2.24 INVOICING

The successful prepares shall submit invoices in four (4) copies identifying each item billed along with the Price Agreement Release Number, and Price Agreement Number.

If utilizing a minority subcontractor, the contractor shall summarize what portion of the billed work was handled by a minority vendor. At the end of the project, the contractor shall submit a summary of all payments made to the minority subcontractor.

2.25 INSURANCE

The Contractor shall provide and keep in full force and effect during the performance of the contract the kinds and amounts of insurance prescribed in this paragraph, and shall comply with all other provisions of this paragraph. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia and acceptable to the City. The Contractor shall pay all premiums and other costs of such insurance. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the contract includes the premiums and other costs of such insurance and that the City shall not be responsible therefore. Each insurance Policy and Certificate of Insurance shall be signed by duly authorized representatives of such insurance companies which shall be licensed to business in the Commonwealth of Virginia and shall be countersigned by duly authorized local agents of such companies. The certificates and evidence of coverage will be complete before the City signs the contract.

All Certificates of Insurance shall show the Contract Number. The Contractor shall not be required to furnish the City with copies of the insurance contracts required by this paragraph unless requested from time to time by the Director of Procurement but the Contractor shall provide a Certificate of Insurance issued by such insurance companies in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance provided. However, in no event shall the Insurance Contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia, and that it will
not be canceled or modified by the insurer for non-payment of premiums or otherwise unless at least forty-five (45) days prior notice to that effect is given the Director of Procurement Services by registered mail, return receipt requested, anything in such Insurance Contract to the contrary notwithstanding; and that the Insurance Contract has been endorsed accordingly. The City reserves the right to require, without cause, insurance in greater amounts than those set out below in this paragraph on any Contract, provided notice of such requirements is given prior to final acceptance of the Bid. The insurance contract shall provide that the insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

SCHEDULE OF INSURANCE COVERAGE

A. Commercial General Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence.

B. Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

C. Statutory Workers’ Compensation and Employers’ Liability with the Alternate Employers Endorsement WC 000301. If any employee of the Contractor is not subject to the provisions of the Virginia Worker’s Compensation Act, the Contractor shall nevertheless insure payment of the same compensation to such employee as is provided for by the Virginia Worker’s Compensation Act.

D. Professional Errors and Omissions Insurance with limits of not less than $1,000,000 per claim or occurrence. (Submit only if applicable.)

E. Other insurance as required based upon the nature of the contract.

All insurance contracts shall name the City as an additional insured.

Further, the Vendor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any negligent act or omission or any willful misconduct on the part of the Vendor, its subcontractors, agents or employees under or in connection with the Contract. The Vendor shall hold harmless and indemnify the City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to court costs and reasonable attorney’s fees, which either or both of them may suffer, pay or incur as the result of claims or suits do to, arising out of or in connection with any and all such damage, real or alleged, to the extent caused by the Vendor’s negligence or willful misconduct. The Vendor shall, upon written demand by the City, assume and defend at the Vendor’s sole expense any and all such suits or defense of claims.

2.26 INTERCHANGEABILITY OF TERMS
Where used in these solicitations the terms “bid” and “proposal” should be interpreted to have the same meaning unless the intent is clearly defined otherwise.

2.27 LICENSES

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

2.28 MBE/ESB REPORTING REQUIREMENT

In cases where a minority sub-contractor(s) is used, vendor must indicate the percentage (%) of the invoiced amount that was performed by the minority vendor on the MBE/ESB-3 form available on the City’s website. This form will be submitted to the Office of Minority Business Enterprise.

Vendors may contact the City’s Minority Business Enterprise Office at (804) 646-3985 for questions or clarifications on the reporting policy.

2.29 MISTAKES IN BIDS

Bids may be withdrawn subject to all provisions and conditions for and outlined under City Code 22.1-48. If a bid is withdrawn under authority of this section, the next lowest bidder shall be deemed to be the low bidder on the project.

2.30 NO BID

Failure to acknowledge this Bid, either by quote or "NO BID" may result in your removal from the City's Bid List for this commodity or service. If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

2.31 NON-DISCRIMINATION

Non-discrimination. By acceptance of this order, the vendor agrees to abide by the Civil Rights Act of 1964, the American Disabilities Act of 1990, and City Code §§ 22.1-68 and 22.1-72. The City of Richmond does not discriminate against faith-based organizations.

2.32 OFFSET CLAUSE

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

2.33 OPTION TO RENEW
If appropriate to the services required, the City reserves the right to renew the contract at one-year increments up to but not to exceed four (4) consecutive renewal periods. At the time of renewal, the Contractor may request a review of prices based on sufficient justification and approved by the City of Richmond. Such requests must be in writing and accompanied by sufficient documentation to support the requested price change.

2.34 **Oral Explanations or Interpretations**

If any person contemplating the submission of a bid/proposal on this solicitation is in doubt as to the true meaning of any part of the bid, specifications, plans, or other documents, he should submit a written request for an interpretation thereof to the City no later than seven days before the date set for receipt of bids/proposals. An interpretation of the bid invitation document will be made only by addendum duly issued to each person receiving a bid invitation. Oral explanations or interpretations of solicitation documents shall not be binding upon the City except or until reduced to written form by an official addendum.

2.35 **Patents and Trademarks**

By submission of bid, the bidder certifies that the merchandise to be furnished will not infringe any valid patent or trademark, and the successful bidder will, at its own expense, defend any and all actions or suits charging such infringement, and will save the City of Richmond, Virginia harmless in case of any such infringement.

2.36 **Personnel**

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

2.37 **Post Award**

Following the selection and signing of a contract, the Purchasing Officer will notify those offerors whose proposals are not selected of the name of the selected offeror. Please keep in mind that it may take up to two months to award this contract.

2.38 **Public Inspection of Records**

Public inspection of procurement documents shall be in accordance with City Code §22.1-38.

2.39 **Property of Work**

Any work resulting from the award of this contract will become the sole property of the City of Richmond. The successful offer shall not copyright any material and/or reports. And, upon request, the contracted vendor should turnover all work papers and related documents to the City.
2.40 **Quantities**

The quantities shown are estimates only and the city reserves the right to purchase only its requirements whatever the quantity may be, plus or minus, during the period specified.

2.41 **Return of Proposal**

The City advises that all proposals submitted under this solicitation will become the property of the City of Richmond and will not be returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested.

Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary, may render the proposal non-responsive.

2.42 **Rejection of Proposals**

The City of Richmond reserves the right to reject any and all proposals. The City of Richmond reserves the right to negotiate with the selected offeror in order to best serve the needs of the City, in respect to both cost effectiveness as well as comprehensive program design.

2.43 **Samples**

Samples of items, if requested, shall be furnished without charge, upon request within 10 days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder’s expense.

2.44 **Separate Invitations**

Bid responses for separate bid invitations shall not be combined on the same form or placed in the same envelope. Such bids may not be considered.

2.45 **Submission of Bids**

Unless otherwise specified in the solicitation, the below provisions apply. Packages containing bids should be sealed and marked in the lower left-hand corner with the invitation number, commodity classification, and date and hour of opening of bids. Failure to do so may cause bid not to be considered.

Bids shall be submitted on the forms furnished. Erasures or other changes in the bid must be annotated and initialed by the individual signing the bid.
Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for on the bid sheet may be rejected by the City as being incomplete.

Bids submitted in pencil may be cause for rejection.

Should any additions or deductions or any changes in price and/or specifications be written or otherwise set forth on the outside of any sealed package purporting to contain a bid, such package shall be returned unopened to the bidder.

The City of Richmond is not responsible for the mishandling of any bid not properly identified on the outside of the package.

The City of Richmond is not responsible for bids delivered to places other than as indicated in the bid package.

2.46 Taxes

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

2.47 Terms of Contract

The term of the contract shall be for a period not to exceed one year.

2.48 Travel Expenses

Travel expenses will be reimbursed at the prevailing City of Richmond rate(s). This will only be paid if the contract allows for travel reimbursement.

2.49 Unit Pricing

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

2.50 Use of Brand Names

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that it is bidding on the article mentioned and not an approved equal and it will be required to deliver the exact article specified.
2.51 **PAYMENT BY EDI**

Prior to the City’s execution of the Contract, the Contractor shall execute and furnish the City with an EDI Payment Agreement for Contractors in the form attached to this solicitation in order to facilitate the City’s payment, at its option, of any or all amounts due under this Contract through electronic data interchange.
SECTION III
SPECIAL TERMS AND CONDITIONS

1. GENERAL

1.3 Intent: These general conditions apply to all detailed specifications referred to in the “Invitation for Bids”

1.4 Purpose of Specifications: The purpose of this request for bids is to furnish the City of Richmond with a continuous supply of the commodity indicated on the request for bids, special provisions, and/or price schedule. Specifications are intended to describe equipment suitable for use indicated, but are not intended to be restrictive. Bidder shall offer only OEM equipment parts meeting City specifications.

1.5 Price List: Bidder shall submit with his bid the current price list published by the manufacturer. The successful bidder or bidders shall be required to furnish at least two copies of such price list and all revisions thereto, during the period of the contract.

1.6 Exceptions: Any exceptions taken to City specifications shall be submitted in writing identifying the specific areas of exception, and shall be enclosed with the bid. City specifications shall not be removed from this bid package and must be completed and returned with the bid. Failure to do so will be just cause for rejection of bid.

2. DELIVERY

2.3 It is understood and agreed by the bidder that the delivery of supplies, materials or equipment of the character and quality contained in the specifications is the essence of this contract. If the supplies, materials or equipment specified therein or any part thereof are not delivered by the time specified and are not of the character and quality contained in the said specifications, the City reserves the right to deduct, not as a penalty, but as liquidated damages, one-half of one percent (0.5%) of the price quoted by the bidder on supplies, materials or equipment undelivered for each and every calendar day of delay beyond the time specified. If the delivery is delayed by any act, negligence or default on the part of the City, or by Act of God or public enemy, war, embargo, fire or explosion not caused by the negligence of the contractor or his/her supplier or suppliers, riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control of the contractor or his/her supplier or suppliers, an equivalent extension of time shall be granted.

The Director may at his/her discretion, for good cause shown, extend the delivery of goods herein specified, upon receipt of a written request for such an extension form the contractor or vendor.
3. **WARRANTY AND SERVICE**

3.3 The equipment shall be free from defect of material and workmanship. Any such defect that may develop within the warranty period due to normal use and service shall result in the equipment being replaced or repaired by the successful bidder without cost to the City.

3.4 Equipment shall be delivered ready for use.

4. **AWARD**

4.3 The apparent successful bidder may be required to furnish the Department of Procurement Services evidence of his/her ability to satisfactorily perform under this invitation. This may include a site visit. He/she also may be required to furnish a current financial statement. Sample of his/her work, a list of customers for whom he/she performed similar work, and any information deemed necessary to establish adequate qualification of the bidder to perform under these specifications.

5. **QUALITY OF PERFORMANCE**

5.3 All work performed for the City shall be a first-class professional manner.

6. **M/ESB PARTICIPATION**

6.3 The City of Richmond has a commitment to the development of its minority and emerging small business communities. We therefore encourage the use of minority and emerging small businesses on all City contracts to the fullest extent reasonably possible. The City's Office of Minority Business Enterprise is available at 646-3985 as a resource in identifying local MBEs and ESBs. Your assistance in helping the City achieve its priorities is greatly appreciated.
# MBE/ESB Participation Verification Form

**Office of Minority Business Development**
900 East Broad Street
City Hall, 9th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136

http://www.richmondgov.com/MBD

**Company Name:**

**Project Name/No.:**

**Contact Name:**

**Phone #:**

**Fax #:**

**Email:**

**License No.:**

**Licensing Jurisdiction:**

**FED ID No./SSN:**

---

**Subcontractor Name:**

**Address:**

**Phone:**

**Scope of Work for Participation in Contract:**

**Dollar Amount:**

**% of Contract:**

**Participation:**

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Address</th>
<th>Phone</th>
<th>Scope of Work</th>
<th>Dollar Amount</th>
<th>% of Contract</th>
<th>Participation</th>
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<tbody>
<tr>
<td>ABC Co., Inc.</td>
<td>(XXX) 555-555</td>
<td>Concrete Work</td>
<td>$20,000</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>110 Main Street, Anywhere, USA</td>
<td>54-XXXXX</td>
<td>Other Excavation</td>
<td>$10,000</td>
<td>2</td>
<td></td>
<td></td>
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</table>

**Owner/Minority Equity:**

<table>
<thead>
<tr>
<th>Owner/Minority Equity</th>
<th>Percentage of Equity</th>
</tr>
</thead>
</table>

---

**MBE/ESB Project Goal Established by the City of Richmond:**

**Total Dollar Amount:**

**Total % of Contract:**

---

**Signature of Authorized Official:**

**Date:**

---

*Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.*

**The undersigned hereby certifies that she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.**

---

MBE/ESB2-07
INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)

2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.

3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction business or of $250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.

5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation.

6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 75% of the dollar value of supplies purchased from an MBE/ESB.

7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.

8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.

9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.

   Apprenticeship – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.

10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.
CITY OF RICHMOND
GOODS AND SERVICES CONTRACT

This Contract, dated this <DATE> day of <MONTH>, <YEAR> (the “Commencement Date”) between
the City of Richmond, Virginia (the “City”) and <CONTRACTOR NAME> (the “Contractor”), is
binding among and between these parties as of the date of the City’s final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for
Proposals No. <NUMBER> (the “Request for Proposals”) for <PROJECT TITLE>.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as
set forth below, the parties agree as follows:

1. Scope of Contract. The Contractor shall provide the goods and services to the City as set forth in
the Contract Documents enumerated in Section 3 below.

2. Contract Amount. The maximum authorized contract amount for this Contract is <AMOUNT IN
WORDS> U.S. dollars ($<AMOUNT IN NUMERALS>). The aggregate of all payments by the
City under this Contract shall not exceed this amount. All payments shall be as provided in the
Contract Documents.

3. Contract Documents. This Contract shall consist of the following Contract Documents, listed in
order of precedence from first to last:

A. This Goods and Services Contract between the City and the Contractor.
B. The Terms and Conditions attached to the Request for Proposals (as modified by any addenda).
C. The Contractor’s Final Revised Proposal dated <DATE>
D. The Statement of Needs attached to the Request for Proposals (as modified by any addenda).
E. The Instructions to Offerors attached to the Request for Proposals (as modified by any addenda).

All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed
this Contract in three counterparts, each of which shall, without proof or accountancy for the other
counterparts, be deemed an original thereof.

For the CONTRACTOR:

By: ____________________________
   (signature in ink)          Date
   ____________________________
   (typed name)

For the CITY:

By: ____________________________
   (signature in ink)          Date
   Cheryl D. Wright
   Director of Procurement Services
   ____________________________
   (signature in ink)          Date
   Byron L. Marshall
   Chief Administrative Officer

ATTEST: ____________________________
   Date
   ____________________________
   (signature in ink)

IF A CORPORATION, AFFIX CORPORATE SEAL

Revision No. 1 – Revised 4/24/09
CITY OF RICHMOND  
900 East Broad Street  
Richmond, VA 23219

VENDOR REGISTRATION & DIRECT DEPOSIT

Instructions:

(1) If the vendor is a new contractor with the City of Richmond, the following four documents must be completed and submitted together to the Department of Procurement Services:

- Vendor Registration – Must be signed by an authorized representative of City of Richmond only.
- W-9 – Must be completed and signed by the vendor.
- ACH-Direct Deposit Form – Must be completed and signed by the vendor.
- EDI Payment Agreement – Must be completed and signed by the vendor.

(2) If the vendor is currently registered in the City’s financial system and the vendor’s information needs to be updated, the following two documents must be completed and submitted together to the Department of Procurement Services:

- Vendor Registration – Must be signed by an authorized representative of City of Richmond only.
- W-9 – Must be completed and signed by the vendor.

(3) If the vendor is currently registered in the City’s financial system and the vendor’s bank information needs to be added or updated, the following two documents must be completed and submitted together to the Department of Finance:

- ACH-Direct Deposit Form – Must be completed and signed by the vendor.
- EDI Payment Agreement – Must be completed and signed by the vendor.

Note:

- Incomplete forms will be returned or discarded if requestor is not known.
- The vendors name and address on the Vendor Registration Form must be the same name and address on the W-9.
- Vendor Registration Forms submitted for payroll deduction by the Finance Department, with vendor numbers beginning with PAY or GARN, are not required to submit a W-9.
- Vendor Registration Forms submitted for social service administration by the Social Services Department, with vendor numbers beginning with SSA, are not required to submit a W-9.

***Please reference Purchasing Policies & Procedures No. 49, Vendor Database Management***
CITY OF RICHMOND
900 East Broad Street
Richmond, VA 23219

W-9 - REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

STEP 1. Provide your complete name and Taxpayer Identification Number (Check ONE box only):

☐ U.S. Resident - Individual / Sole Proprietor (Form 1099 reportable)

Name: _________________________________

Social Security Number: ____________

or

Employer Identification Number: ____________

☐ U.S. Partnership, Limited Liability Company (“LLC”), or Trust (Form 1099 reportable)

Name (as shown on your tax return):

Employer Identification Number: ____________

☐ U.S. Corporation (exempt from Form 1099 reporting except for medical or legal services) (If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, Entity Classification Election).

Name (as shown on your tax return):

Employer Identification Number: ____________

☐ U.S. Tax-Exempt Organization or Federal, State, or Local Government Agency (exempt from Form 1099 reporting)

Name (as shown on your tax return):

Employer Identification Number: ____________

Step 2: Certification / Signature (Complete the following) Under penalties of perjury, my signature certifies that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions: You must cross out Item 2 above if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, number 2 above does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature: ________________________________

Print Name: _____________________________

Address: ________________________________

Phone: ( ) ______________________________

City: ____________________________ State: ______ Zip: ______

Instructions for U.S. Tax Persons

As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you.

Are you a U.S. person? The IRS defines a U.S. person as:

* a U.S. citizen;

* an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia;

* a U.S. resident (someone who has a “green card” or has passed the IRS “substantial-presentation test.” For an explanation of the substantial-presentation test, please see IRS Pub. 515 or 519, available at www.irs.gov.)
Instructions for Non-U.S. Persons

If you are a non-U.S. resident or a corporation, partnership or other entity formed outside the U.S. and you are receiving payments as beneficial owner, IRS procedures require you to submit one of the following forms for use in determining the correct course of tax withholding and information reporting of payments made to you.

Forms available at www.irs.gov:
- IRS form 8233, Correction for Withholding On Remittance for Independent Contractor and Non-Dependent Personal Services or Automobile Use Indirectly OR
- IRS Form W-8 ECI, a Certificate of Foreign Person's Status for Computation of Withholding or one Effective Date Certificate of a Trust or Business in the United States OR
- IRS Form W-8 BEN, Certificate of Foreign Status of Beneficial Owner for United States Withholding.

If you are not a beneficial owner, but instead acting in an agency capacity for a beneficial owner, you may be required to submit:
- IRS Form W-8IMY, Certificate of Non-Resident Foreign Person-Owned Foreign Partnership or Trust (U.S. Partnership or Trust for U.S. Tax Withholding)

If you need assistance in completing one of the above forms, please consult your U.S. tax advisor for the appropriate help in determining which other forms should be submitted and the correct completion of the forms. We require your permission of this information to assist us in tax purposes in correctly withholding and reporting payments we make to you for your services.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage or informalization, you must enter the name change on the tax return. If you are a single-member LLC, enter the name of the LLC on the name of the individual. If you are an organization, enter the name of the legal entity.

Sale Proprietor. Enter your individual name as shown on your income tax return. You may also enter your business, trade, or doing business as a D/B/A" name.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 361-7701-3, enter the owner's name and the LLC's name on the form.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the chart or other legal documents creating the entity.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $30 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $50 penalty.

Criminal penalty for false information. Willfully falsifying certificates or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to Get an ITIN below.

If you are a sole proprietor and you have an EIN, you may use either your SSN or EIN. However, the IRS prefers that you use your SSN. If you are a single-owner LLC that is disregarded as an entity separate from its owner, enter your SSN or EIN, if you have one. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 of the instructions for the IRS Form W-9, available at www.irs.gov, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately.

To apply for an SSN, complete Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov/applyfor. You may also apply at this form by calling 1-800-325-0778. Use Form SS-5, Application for a Social Security Card, to apply for an SSN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website (www.irs.gov) and clicking on Employer Identification Numbers under Other Tax Topics. You can get Form SS-5 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. If the requester is a trust or interest and dividend payments, and certain payments made with respect to real estate transactions, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to certain types of payments. You will be subject to backup withholding on all such payments until you provide their TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN that you intend to apply for one soon.

Caution: A disregarded domestic entity that is a foreign entity must use the appropriate Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boats operations. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding if payments you receive:
1. You do not furnish your correct TIN to the requester.
2. You do not certify your TIN when required.
3. The requester does not certify that you furnished an incorrect TIN.
4. The IRS certifies that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only).
5. You do not certify to the requester that you are subject to backup withholding under backup withholding on a above (for reportable interest and dividend accounts opened after 1983 only).

Certain payers and payments are exempt from backup withholding. See the instructions for the IRS Form W-9, available at www.irs.gov under "Exempt Payers" for more information.

Privacy Act Notice

Section 6102 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to IRA, Archer MSA, or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to federal and state agencies to enforce federal laws and treaties, criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payments made generally withholds 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may apply as well.
CITY OF RICHMOND
900 East Broad Street, Room 1000
Richmond, VA 23219

ACH – DIRECT DEPOSIT FORM
PAYMENT INFORMATION

This form is used for Automated Clearing House (ACH) payments from the City of Richmond.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L., 93-579). The information will be used by the City of Richmond’s Finance Department to transmit payment data, by electronic means, to the vendor’s financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the ACH Payment System.

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<th>PAYEE / COMPANY INFORMATION</th>
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<tr>
<td>Request Type:</td>
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<td>COR Vendor Number (given by Procurement’s APA)</td>
<td></td>
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<tr>
<td>Name of Payee</td>
<td></td>
</tr>
<tr>
<td>SSN No. or Tax Identification No.</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
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<tr>
<td>(  )</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Email Address</td>
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<table>
<thead>
<tr>
<th>FINANCIAL INSTITUTION INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
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<tr>
<td>(  )</td>
<td></td>
</tr>
<tr>
<td>Address (street or P.O. Box, City, State and Zip Code)</td>
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</tr>
<tr>
<td>Type of Depositor Account:</td>
<td></td>
</tr>
<tr>
<td>□ Checking □ Savings</td>
<td></td>
</tr>
<tr>
<td>Depositor Account Title</td>
<td></td>
</tr>
<tr>
<td>Routing Number</td>
<td></td>
</tr>
<tr>
<td>Depositor Account Number</td>
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</tr>
</tbody>
</table>

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Printed name of Payee or Company Representative

Signature of Payee or Company Representative

Title

Date
EDI Payment Agreement for Contractors

This Agreement is entered into as of this __________ day of __________, 20__, between the City of Richmond, Virginia ("City") and ______________, __________ ("COMPANY").

COMPANY hereby authorizes the City to make payments for goods and services covered by any agreement between the City and COMPANY (the "Business Agreements") by utilizing, at the City's option, electronic data interchange ("EDI"). COMPANY acknowledges and agrees that the provisions in the Business Agreements governing the method and timing of payment shall be amended to the extent provided in this Agreement.

An EDI payment from the City to COMPANY shall be considered timely if the payment is completed in accordance with Richmond City Code § 74-9, Virginia Code § 22.3-352. If the EDI payment cannot be completed on such date, the City's payment is timely if the funds transfer is completed on the next business day. The EDI payment shall be deemed completed when COMPANY's Depository Institution has accepted the payment order within the meaning of Article 4A of the Uniform Commercial Code (i.e., Virginia Code tit. 8.4A). The City may not use an EDI payment to affect an accord and satisfaction without COMPANY's written consent thereto. The Electronic Payment Information Form is an integral part of this Agreement.

COMPANY understands and acknowledges that the City will deliver the remittance data to COMPANY's designated Depository Institution.

COMPANY shall provide the City with notice of any change in the depository institution, payment instructions, or remittance data instructions at least 12 days in advance of such change. Such notification shall be delivered to the City's Department of Finance via:

- Fax: (804) 646-5409, or
- U.S. Mail to: City of Richmond Department of Finance, Assistant City Controller, 900 East Broad Street, Room 1004, Richmond, Virginia 23219.

A "Trading Partner Notification of Change" form can be printed from the website of the Department of Finance (www.richmondgov.com/departments/finance), the changed information filled in, and the form faxed or mailed to the fax number or address above, respectively.

In the event of duplicate payment, overpayment, fraudulent payment, or payment made in error, COMPANY agrees to return any such payment to the City, after the City first provides information to COMPANY documenting any duplicate payment, overpayment, fraudulent payment, or payment in error. Any return shall, at COMPANY's option, be made by EDI payment in accordance with the rules of the National Automated Clearing House Association, or by check.

The City shall be responsible for making all payments required pursuant to the Business Agreements and for any loss of payment prior to the point at which COMPANY's Depository Institution shall have accepted the payment order, except that COMPANY shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided by COMPANY herein, or any subsequent changes thereto. The City shall bear any other loss, except to the extent that such loss arises by reason of the negligence or willful misconduct of COMPANY. In the event that payment timely initiated by the City has not been received by COMPANY by the due date thereof because of failure or delay by the funds transfer system or rejected by COMPANY's bank, the City shall pay COMPANY as soon as practicable after such failure or delay is discovered, and the City shall not be in breach of the Business Agreements for failure to make payment.

Each party shall bear the respective fees and other charges assessed by its designated banks and third party service providers.

Each party may terminate this Agreement upon 30 days notice to the other, but this Agreement will remain in effect as to all funds transfers that have been initiated by the City and not canceled prior to termination hereof. In the event of any inconsistency between this Agreement and any other Business Agreement addressing the subject matter of this Agreement, this Agreement shall control.

This Agreement is governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

COMPANY:

__________________________
Signature:

__________________________
Print Name:

__________________________
Title:
# VENDOR REGISTRATION FORM

<table>
<thead>
<tr>
<th>Request Type:</th>
<th>Vendor Name:</th>
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<tbody>
<tr>
<td>□ New</td>
<td></td>
</tr>
<tr>
<td>□ Change</td>
<td></td>
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<tr>
<td>□ Additional</td>
<td></td>
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</tbody>
</table>

| Federal Tax ID Number: |

<table>
<thead>
<tr>
<th>Remittance Address (Payments)</th>
<th>Sales Address (Purchase Order)</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Is the firm 51 percent of more owned and operated by a minority? □ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If yes, check appropriate Minority Group:</td>
</tr>
<tr>
<td></td>
<td>□ African American □ Hispanic</td>
</tr>
<tr>
<td></td>
<td>□ Asian Pacific □ Native American / Alaskan Native</td>
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<table>
<thead>
<tr>
<th>Phone Number:</th>
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<table>
<thead>
<tr>
<th>Fax Number:</th>
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</table>

Please List all of the commodity codes that pertain to this vendor:

|                           |                           |                           |

This document is to be completed and submitted by City of Richmond authorized employees only.

Once the Vendor Registration form is completed, please complete the bottom portion, certifying that you are properly authorized to submit this document, that the vendor is properly authorized to conduct business with the City of Richmond in accordance with established Procurement and Finance Policies and Procedures and that no ethical or conflict of interest policies and procedures will be violated as a result of this submittal.

This request is being submitted by:

<table>
<thead>
<tr>
<th>Name (Print)</th>
<th>Agency Name</th>
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<table>
<thead>
<tr>
<th>Signature</th>
<th>Agency Code</th>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Phone Number</th>
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<table>
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<tr>
<th>Authorizing Name (Print)</th>
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<table>
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<tr>
<th>Authorizing Signature</th>
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</table>