



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (January 31, 2014), INVITATION TO BID NUMBER (2014025-PR-B), FOR (Fertilizers and Plant Protectant Products), DEPARTMENT (Parks & Recreation), DATE/TIME OF CLOSING (March 7, 2014 at 3:00pm local time), CONTRACT ADMINISTRATOR (John Libassi, Assistant Superintendent, Heritage Oaks Golf Course)

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addendums shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

By signing this bid, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 345 South Main Street, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

*This document must be completed & returned with bid submission.

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I. BACKGROUND

The City of Harrisonburg Department of Parks & Recreation is issuing an invitation for sealed bids on behalf of its Heritage Oaks Golf Course, to establish a contract for the provision of **Fertilizers and Plant Protectant Products** for golf course turf type applications and activities of the municipal golf course, to provide a ready “as required” source for the items listed herein.

Heritage Oaks Golf Course has been voted “Best of the Valley” by the Daily News-Record newspaper in 2008, 2009, 2011 and 2012. It is a challenging and scenic course for golfers of all abilities. Owned by the City of Harrisonburg and designed by William Love, Heritage Oaks offers a wide variety of holes including links-style holes as well as traditional, tree-lined holes. Golfers enjoy playing this picturesque par 70 course as it offers four sets of tees on each hole with overall distances ranging from 4500 yards to 6325 yards.

II. SPECIFICATIONS

A. All fertilizers and plant protectant products are listed in Attachment A of this bid document. Product brand names, specifications, qualifying requirements and further details about each requested item may be found in Attachment A. Vendors shall submit their bid price for each item on the Bid Sheet, found in Attachment B of this document.

B. Bidders are required to include the following in their bid:

Copies of current labels for **substituted items** in addition to descriptive literature required in *Section VI. Descriptive Literature Required*.

The City will not waive these requirements as minor informalities and failure to provide these requirements will result in rejection of the bid.

C. Bidders shall offer only ONE ITEM AND PRICE for each line item on Bid Sheet in Attachment B. No alternatives will be accepted, unless requested by the City. If an “identical to brand name” or an “or equal” item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. All differences in specifications from the line item specified must be identified. Descriptive literature is required to establish whether the item bid is exactly identical to, or an acceptable substitute for, the item described in Attachment A. More information on descriptive literature requirements can be referenced in *Section VI. Descriptive Literature Required*. Samples will, in most cases, be required for any item bid that deviates from the identical brand name item listed. For more information on sample requirements, please reference *Section VII. Samples*.

- D. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price or “discount off list price” will be considered in award. For products, which are “agency priced” by the manufacturer and intended for sale by vendors authorized by the manufacturer, the City reserves the right to purchase from any authorized vendor at the manufacturer’s “agency price”. The City also reserves the right under this contract to reject a bid below agency pricing by any vendor not authorized by the manufacturer to sell the item below agency price.

III. CONTRACT TERM

- A. The term of this contract will be for two (2) years from the date of the award.
- B. This contract will not be renewable at the end of its term.
- C. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the City of Harrisonburg City Council. In the event that the City of Harrisonburg City Council does not grant the necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

IV. PRICES AND PRICE ADJUSTMENT

- A. All prices/discounts shall be F.O.B Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. **Prices/discounts shall remain firm for 365 days, unless otherwise indicated.** At the City’s discretion, the City may solicit a price adjustment on or around the one year anniversary of the contract award, to ensure the most accurate prices are available for the final year of the contract. All, some, or none of the awardees may be solicited to submit their price adjustments in during the contract period.
- B. The Contractor agrees that for unit price contracts, prices shall remain firm for 180 calendar days from date of award. If the price is increased after 180 calendar days, the unit price may be increased only upon approval of a written request to John Libassi, Assistant Golf Course Superintendent. The increased contract unit price shall not apply to orders received by the Contractor prior to the prior to the effective date of the approved increased contract unit price. Orders placed via City Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Parks and Recreation Department may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

- C. The request for a change in the unit price shall include at a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., change in manufacturer’s price, etc.).

V. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES

- A. As requirements arise for specific quantities of items covered herein, the authorized individuals will place orders. Please refer to *Section XIV. Method of Ordering* for further detail.
- B. No quantities are specified in this solicitation, as the actual quantities ordered would be dependent upon requirements that occur during the contract period and will be determined by the City. Quantities specified by the bidder will take into account normal manufacturer packaging and be designated accordingly, listing the Unit of Issue (UI) and Quantity for the bid price.

Example given: Product: Iprodione, UI: “Case” (2X2.5 Gal), Price: \$...
Price per gallon: \$...

- C. In order to ensure fair and efficient comparisons of bids, bidders should adhere to the following guidelines for submitting their bids. Bids should be quoted as price per:

1.	Granular fertilizer/amendments	50 lb. Bag
2.	Liquid products	Gallon
3.	Dry pesticides	Dry Ounce
4.	Seed	Pound
5.	Bulk products	Ton
6.	Low rate liquids	Ounce

VI. DESCRIPTIVE LITERATURE REQUIRED

Each bidder is required to furnish with their bid submission, catalog cuts and/or descriptive literature, properly labeled with the bid number, bid item number and bidder’s name, which includes a copy of current labels for the product bid. In addition, all differences in specifications from the line item specified must be identified. Descriptive literature is required to establish whether the item bid is exactly identical to, or an acceptable substitute for, the item described in Attachment A. **Where items are of the exact same branded name specification, the bidder need only provide a copy of the item label, properly labeled as described above.** If further documentation is needed for the purpose of bid evaluation and award, the City reserves the right to request additional descriptive literature for that purpose. **FAILURE TO SUBMIT DESCRIPTIVE LITERATURE WILL BE CAUSE FOR REJECTION OF THE BID.**

VII. SAMPLES

- A. The Parks and Recreation Department reserves the right to require a bidder to furnish samples of any item on which they submit a bid within five (5) working days after the request is made. (Requests for samples are not common).
- B. Some items may require a sample PRIOR to the bid opening unless the bidder is furnishing the exact item specified in the item description. Samples will, in most cases, be required for any item bid that deviates from the identical brand name item listed.
- C. All samples must be furnished free of charge, clearly marked “SAMPLE” with the Invitation for Bid number (2014025-PR-B), bid item number, bidder’s name and address and delivered to:

ADDRESS FOR MAILING SAMPLES ONLY

John Libassi, Assistant Superintendent
City of Harrisonburg, Parks and Recreation, Heritage Oaks Golf Course
1583 B. West Market Street
Harrisonburg, VA 22801

- D. Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all the major characteristics shall cause rejection of the bid for each item that fails to meet the criteria as determined by the Heritage Oaks Golf Course Superintendent, Stuart Scott, and/or the Assistant Superintendent, John Libassi.
- E. **Failure to submit a requested sample for the specific item will be just cause for eliminating the bidder from further consideration for the award for that item.**
- F. Samples will be returned at the bidder’s expense with no pecuniary liability to be incurred by the City of Harrisonburg for their loss or damage. As part of the evaluation process, all or part of the sample may be tested in its normal usage to determine effectiveness at the City’s discretion.
- G. Once the bidder is requested to pick up a sample, they must do so within 30 calendar days of notification. If a bidder fails to pick up the sample, it will be considered to be surplus City property and the City will retain or dispose of it at the City’s convenience.

VIII. DELIVERY/TIME OF PERFORMANCE

- A. The City of Harrisonburg requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Delivery Schedule within which delivery will be made after receipt of order (ARO). Delivery Schedule shall be inserted by vendor on Attachment B and submitted with bid documents. Indefinite terms such as “promptly”, “stock,” “without delay,” etc, will not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME WILL RESULT IN THE DISQUALIFICATION OF THE BIDDER’S BID SUBMISSION IN ITS ENTIRETY OR FOR THE LINE ITEM SPECIFIED.**

The minimum acceptable delivery time for emergent requirements is 48 hours from the time the order is placed. The minimum acceptable delivery time for orders placed for routine requirements is five (5) business days from the day the order is placed.

Acceptance of bids for a particular item that exceeds these timelines will be made at the City’s discretion. The City reserves the right to procure items to meet emergent needs from suppliers that can meet the minimum deadline, regardless of bid price. Longer lead times for delivery of routinely planned purchases may be arranged at the convenience of the City.

- B. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries may be made to various locations, but the primary location for delivery will be 1583 B. West Market Street Harrisonburg, VA 22801.

The Contractor is responsible for delivery of items to ground level or dock with appropriate equipment to effect complete unloading of truck or transport. Delivery times will be from 7:00 A.M. to 2:00 P.M. on regular City business days unless persons authorized to place orders have made other arrangements with the contractor and/or delivery personnel. Delivery agent must call one (1) day prior to delivery to John Libassi, 540-810-1538 to confirm final delivery schedule.

- C. The City may pick up orders from the vendor when it is in the best interest of the City. In these instances the Contractor shall release the materials only to the designated representative of the City authorized to place and pick-up orders. Upon contract award for a specific item, the contractor will, either by item, or for all items awarded, designate to the City’s authorized representative, the means of delivery. Either:
1. Delivery by contractor
 2. Delivery by commercial delivery service
 3. Pick-up by customer

Unless authorized by the City, method number one, Delivery by contractor, will be the standard method of delivery. All liability and insurance responsibility for delivery vehicles and drivers rests with the contractor making the delivery. The contractor is responsible for utilizing shipping methods that conform to Federal, State, and Local laws pertaining to the transportation of chemicals and pesticides.

- D. The contractor is required to provide, prior to, or at, the time of delivery, a hard copy Material Safety Data Sheet (MSDS) for each different item delivered. One copy for lots of duplicate items is sufficient to satisfy this requirement.

IX. CONTACT FOR ADMINISTRATION

In the event a contract is executed with your firm as a result of this solicitation, in the space provided on the Bid Sheet (Attachment B) please indicate the person(s) we may contact for prompt contract administration.

X. QUESTIONS

Any questions pertaining to this solicitation shall be directed **in writing** to:

Ms. Pat Hilliard, Purchasing Agent
Purchasing@harrisonburgva.gov

Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **Friday, February 28, 2014 at 12:00pm (noon), local time**. It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.

Please note that the City will be closed on Friday, February 17, 2014 in observance of President's Day. Keep this in mind when considering the best date for delivery of your bid documents and when submitting questions.

XI. SUBMISSION OF BIDS

All bids must be in an opaque, sealed envelope or box and clearly marked: "**Fertilizer and Plant Protectant Products ITB#: 2014025-PR-B.**" Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making bid to the City shall be borne by the bidder.

Bidders shall provide two (2) paper copies and one (1) electronic copy (on CD or thumb drive) of the bid documents.

Bid documents shall be mailed or hand-delivered to:

City of Harrisonburg
Purchasing Office
345 South Main Street, Room 201
Harrisonburg, VA 22801

Hours for the Purchasing Department are 8:00 am to 5:00 pm Monday – Friday

Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **Friday, March 7, 2014 at 3:00 pm local time.**

Any bids received after this date and time will not be accepted.

The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The bidder has the sole responsibility to have the bid received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

Please note that the City will be closed on Friday, February 17, 2014 in observance of President's Day. Keep this in mind when considering the best date for delivery of your bid documents and when submitting questions.

Below is a Bid Submission Checklist intended to help ensure a complete bid submission is submitted. All documents contained within the bid submission shall be completed in their entirety and signed and dated where required.

Bid Submission Checklist

- Cover Page
- Descriptive Literature
- Bid Sheet (Attachment B)
- State Corporation Commission (SCC) Form (Attachment C)
- Insurance Form (Attachment D)
- Addenda, if any

Each bidder must use the Bid Sheet found in Attachment B for submitting their bid. Each bidder must show, as applicable, the manufacturer, stock number, delivery time, unit of issue (U/I)—case, gallon, pounds, etc, unit price, total price and percentage of discount for each item for which a bid is submitted.

XII. ORDER OF PRECEDENCE

In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Conditions, included herein or any other Contractor document.

XIII. BID EVALUATION & CONTRACT AWARD

- A. All items listed in this solicitation will be awarded on the basis of the lowest of either: (a) a firm fixed price and/or (b) discount from Manufacturer’s Price List or Vendor’s Retail Price Sheets (Price Lists). Where basis of award is “discount from Price List,” the Price List Sheets shall be the currently published National Standard Manufacturer’s Price Lists or the current Vendor’s Retail Price Sheet.

Each Bidder shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission. The percentage discount, bid by each bidder, must be a single percentage discount applicable to all PARTS and/or Material/Equipment items. The percentage discounts shall remain firm for the duration of the contract. Bidder shall list in Attachment B any discount given.

BIDDERS WHO ANTICIPATE A PRICE INCREASE DURING THE TERM OF THE CONTRACT, (as often occurs) DUE TO CHANGES IN INDUSTRY MARKET CONDITIONS, SHOULD USE THE PERCENT DISCOUNT METHOD.

EXAMPLE: If current list of item A is \$30 per bag and bid is for 5% off that list making the current bid \$28.50, that 5% percent discount must be maintained when the list price of the item rises or falls. In this example, for instance, if the list price rises to \$35.00, the percent discount bid would necessarily be quoted as \$33.25 to reflect the original discount.

- B. If the basis of the award will be a percentage discount from the Manufacturer’s Price List or Vendor’s Retail Price Sheets, each bidder shall attach to each page of the pricing schedule one (1) copy of one (1) price list or retail price sheet, **clearly marking the item and column to which the discount is applied,** for each item bid. **FAILURE TO PROVIDE THE PRICE LISTS SHALL BE CAUSE FOR REJECTION OF THE BID.**

IF CITY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER’S PRICE LIST OR VENDOR’S RETAIL PRICE SHEET, AND VERIFY THE BIDDER’S BID PRICE, THE BID WILL BE REJECTED FOR THAT LINE ITEM.

- C. The City reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make an award to multiple vendors, based on the best interest of the City. **The award will also consider delivery time or anticipated lead time of products quoted.**

XIV. METHOD OF ORDERING

- A. Orders may be placed by the following authorized personnel at the Heritage Oaks Golf Course:
 - 1. Stuart Scott, Golf Course Superintendent
 - 2. John Libassi, Assistant Superintendent
 - 3. Lee Smith, Equipment Shop Manager
- B. Orders may be placed orally, or by electronic mail or text message.
- C. A Purchase Order (PO) may be issued to the Contractor who will be ordering items or services covered in the contract. An issued PO will become part of the resulting contract. The City Requires PO's for any transaction that totals over \$5,000.

XV. ADDITONS/DELETIONS

The City reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the contract. The City of Harrisonburg and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

XVI. CANCELLATION OF ORDERS

Purchases made under this contract are for readily available supplies specified herein. Time is of the essence in furnishing the items ordered. The City reserves the right to cancel the order and/or refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

XVII. EMERGENCY PURCHASES

Should the contractor be unable to furnish the required item within the period of time specified in the contract, the City reserves the right to make emergency purchases from other sources.

XVIII. SALES/DELIVERY TICKETS

Orders placed under this contract for delivery by Purchase Order or for pick up by an authorized City representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:

1. Contractor's Name
2. Purchase Order Number (if given)
3. Order Date
4. Delivery/Pick-Up Date
5. Quantity, unit price and extension of each item, and total, less any discount in accordance with the Contract
6. Name of authorized representative ordering the supplies
7. Itemized list of supplies furnished
8. Signature and badge # of authorized representative who picked up (if applicable)

XIX. INVOICING PROCEDURE

- A. The Contractor shall submit a summary invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the following address:

City of Harrisonburg, Parks and Recreation
Heritage Oaks Golf Course
Attn: Teresa Arey
305 South Dogwood Dr.
Harrisonburg, VA 22801
540-433-9168

- B. The invoice must contain the Purchase Order Number (if applicable), and all of the corresponding information required on the Sales/Delivery Ticket. Payment will be made once each month. If a vendor offers a discount for early payment of an invoice (i.e. 5% 15) then it should be noted on the Bid Sheet the vendor submits with bid documents.

XX. GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

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

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

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before

the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be

performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

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

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors

are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

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

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous

conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

Attachment A

Attachment A: 2014025-PR-B 2014-15 City of Harrisonburg (Sheet 1 of 5)			
Item #	Common or Brand Name	Minimum Qualifying Requirements	Specification Cat.
A Fungicides			
1	chipco 26019 Flo, Iprodione	identical specifications to brand name product	IS
2	Min 23%, Iprodione	equivalent specifications	EIS
3	Quali-Pro, PrimaraONE, or Echo Iprodione fungicide	identical specifications to brand name product	IS
4	26 GT, Iprodione	exact brand name product	NS
5	Cleary's 26/36 fungicide	exact brand name product	NS
6	Quali-Pro, PrimaraONE, or Echo chlorothalonil 720SFT	identical specifications to brand name product	IS
7	Daconil Weatherstik, 54% chlorothalonil	exact brand name product	NS
8	Min 54% Chlorothalonil	equivalent specifications	EIS
9	Min. 38% Chlorothalonil 500 Zn	identical specifications to brand name product	IS
10	Daconil Action, Chlorothalonil/Acibenzolar S-Methyl	exact brand name product	NS
11	Cleary's 3336, Thiophanate methyl	identical specifications to brand name product	IS
12	TM 4.5, Min 45% Thiophanate Methyl	equivalent specifications	EIS
13	26/36, Min 19% Thiophanate Methyl, 19% Iprodione	identical specifications to brand name product	IS
14	Disarm, Fluoxastrobin	exact brand name product	NS
15	Disarm C, Fluoxastrobin/Chlorothalonil	exact brand name product	NS
16	Briskway, Azoxystrobin/Difenconazole Fungicide	exact brand name product	NS
17	Secure, Fluazinam Fungicide	exact brand name product	NS
18	Concert II	exact brand name product	NS
19	Headway, azoxystrobin/propiconazole	exact brand name product	NS
20	Insignia, pyraclostrobin	exact brand name product	NS
21	Prostar, Flutolanil	exact brand name product	NS
22	Endorse WP	exact brand name product	NS
23	Tourney, Metconazole	exact brand name product	NS
24	Trinity, triticonazole	exact brand name product	NS
25	Emerald, Boscalid	exact brand name product	NS
B Growth Regulators			
1	Primo Maxx, trinexapac-ethyl	exact brand name product	NS
2	Trimitt 2SC, paclobutrazol	exact brand name product	NS
3	Embark 2S, mefluidide	exact brand name product	NS
4	Cutless, fluprimidol	exact brand name product	NS
5	T-Nex, Min 11% trexapac-ethyl	identical specifications to brand name product	IS
6	Trinexapac-ethyl	equivalent specifications	EIS
7	paclobutrazol, Min 22% paclobutrazol	equivalent specifications	EIS
8	Proxy, Etephon	exact brand name product	NS

Attachment A: 2014025-PR-B 2014-15 City of Harrisonburg (Sheet 2 of 5)			
C	Fertilizer/soil amendments		
1	Pro-Mag 36 (36% Mg, 6% S)	equivalent specifications	EIS
2	Sulfate of Potash 0-0-50	equivalent specifications	EIS
3	K-Mag, 0-0-22 fairway grade	equivalent specifications	EIS
4	Ecolite, zeolite mineral	identical specifications to brand name product	IS
5	ZeoPro Green Spec, zeolite mineral	identical specifications to brand name product	IS
6	Knox-Shaw's 11-3-11 Greens grade	identical specifications to brand name product	IS
7	Knox-Shaw's 12-0-24 Fairway grade	identical specifications to brand name product	IS
8	Earthworks Replenish 5-4-5	identical specifications to brand name product	IS
9	Earthworks Replenish 10-2-5	identical specifications to brand name product	IS
10	Replenish 8-2-2, STD grade	identical specifications to brand name product	IS
11	Earthworks Replenish Min Phos 1-4-1	identical specifications to brand name product	IS
12	Earthworks Renovate Plus	identical specifications to brand name product	IS
13	16-4-8, Organic/synthetic blend, bulk fertilizer	equivalent specifications	EIS
14	16-4-8, fwy, organic/synthetic blend fert. (ton sacks)	equivalent specifications	EIS
15	16-4-8 organic fertilizer, greens grade	equivalent specifications	EIS
16	Country Club 10-18-18	identical specifications to brand name product	IS
17	Country Club 16-4-8 greens grade	identical specifications to brand name product	IS
18	Country Club 12-0-18 greens grade	identical specifications to brand name product	IS
19	Organic fertilizer 10-1-10 (or similar ratio) fwy grade	equivalent specifications	EIS
20	10-1-10 organic fertilizer, greens grade	equivalent specifications	EIS
21	Organic fertilizer 5-1-5 (>50% organic), greens grade	equivalent specifications	EIS
22	Bio Basics 5-3-2 w 9% Ca	identical specifications to brand name product	IS
23	Bio Basics 5-3-2 w 9% Ca, Mini grade	identical specifications to brand name product	IS
24	Bio Basics Ally 10-1-10 Mini	identical specifications to brand name product	IS
26	16-2-3 organic fertilizer, fwy grade	equivalent specifications	EIS
27	Sul-Po-Mag, 0-0-22	equivalent specifications	EIS
28	Gypsum, fwy grade	equivalent specifications	EIS
29	Gypsum, greens grade	equivalent specifications	EIS
30	Anderson 13-2-13 2% Fe, SGN 100	identical specifications to brand name product	IS
31	Anderson 24-0-11, Humic DG, SGN 150	identical specifications to brand name product	IS
32	Anderson 0-0-44, 100% Poly Coated SOP, SGN 100	identical specifications to brand name product	IS
33	Anderson 18-9-18 greens grade	identical specifications to brand name product	IS
34	Anderson 13-2-13 greens grade	identical specifications to brand name product	IS
Attachment A: 2014025-PR-B 2014-15 City of Harrisonburg (Sheet 3 of 5)			

Attachment A

D Insecticide			
1	Acelepryn, Chlorantraniliprole	exact brand name product	NS
2	Menace GC 7.9% flowable, Bifenthrin	identical specifications to brand name product	IS
3	Merit 75 WSP, imidicloprid	identical specifications to brand name product	IS
4	Allectus GC SC, imidicloprid, bifenthrin	exact brand name product	NS
5	Bifenthrin (7.4%) flowable, Bifenthrin	equivalent specifications	EIS
6	Arena 50 WDG, Clothianidin	identical specifications to brand name product	IS
7	Carbaryl 4L or Sevin	identical specifications to brand name product	IS
8	Ceasefire, Fipronil	identical specifications to brand name product	IS
9	Dursban Pro, Chlorpyrifos	identical specifications to brand name product	IS
10	Dylox (granular), Trichlorfon	identical specifications to brand name product	IS
11	Imidicloprid 75	equivalent specifications	EIS
12	Meridian 25WG, Thiamethoxam	identical specifications to brand name product	IS
E Seed			
1	L-93 Bentgrass seed, Blue Tag Certified	identical specifications to brand name product	IS
2	PennTrio Bentgrass seed, Blue Tag Certified	identical specifications to brand name product	IS
3	Turf Type Tall Fescue blend, Blue Tag Certified	identical specifications to brand name product	IS
4	Kentucky Bluegrass, Perennial Ryegrass blend BTC	identical specifications to brand name product	IS
F Liquid fertilizer/Misc Amendments			
1	12-4-12 with Minors, foliar liquid	equivalent specifications	EIS
2	chelated Iron, foliar, 6.00%	equivalent specifications	EIS
3	12-0-0 foliar fertilizer with chelated Fe	equivalent specifications	EIS
4	6-0-0 foliar fertilizer with chelated Fe	equivalent specifications	EIS
5	Foliar fertilizer, Liquid, 12-0-0 with Fe, (or similar ratio)	equivalent specifications	EIS
6	Vibrant Green 18-3-4	identical specifications to brand name product	IS
7	Earthworks Sea3	exact brand name product	NS
8	Earthworks Trilogy	identical specifications to brand name product	IS
9	TurfRx Penecal 10% Cal	exact brand name product	NS
10	15-0-0 liquid fertilizer 15% Nitrogen with 5-7% FE	equivalent specifications	EIS
11	Plant Food 12-Iron 12-0-0 with 6% FE, 2% Mg	exact brand name product	NS
12	Cal Vantage	exact brand name product	NS
13	Kick	exact brand name product	NS
14	Potent Sea Plus	exact brand name product	NS
15	True Foliar K 2-0-16	exact brand name product	NS
Attachment A: 2014025-PR-B 2014-15 City of Harrisonburg (Sheet 4 of 5)			

Attachment A

H	Fertilizer/Herbicide Blends		
1	19-0-6 with Confront Herbicide	identical specifications to brand name product	IS
2	0-0-15 with Confront	identical specifications to brand name product	IS
3	19-0-2 With .13 Dimension	identical specifications to brand name product	IS
4	Dimension 5-5-20 with .250 dithiopyr	identical specifications to brand name product	IS
5	Dimension 5-5-20 with .13 dithiopyr	identical specifications to brand name product	IS
6	12-4-8, (or similar ratio) with Trimec, 3 way herbicide	identical specifications to brand name product	IS
7	25-5-10 mini sparged W/Dimension .19%	equivalent specifications	EIS
8	10-2-20 with Trimec	equivalent specifications	EIS
9	Shaw's 30-0-0 Surf 4 SOP, .167 Dim., .067 Acelepryn	exact brand name product	NS
10	Shaw's 30-0-10 Surf 4 SOP, .167 Dim., .067 Acelepryn	exact brand name product	NS
11	Shaw's 0-0-7, .167 Dim., .067 Acelepryn	exact brand name product	NS
12	Shaw's 30-0-10 Surf 4 SOP, .222 Dim., .067 Acelepryn	exact brand name product	NS
13	Lebanon Proscap 19-0-6 with Dimension	exact brand name product	NS
I	Wetting Agents/Surfactants		
1	Tri-Cure AD	exact brand name product	NS
2	Tri-Cure Pellets	exact brand name product	NS
3	Cascade Plus	exact brand name product	NS
4	Duplex	exact brand name product	NS
5	Magnus	exact brand name product	NS
6	Aqua Aid, OARS	exact brand name product	NS
7	Aqua Aid, AcidipHy	exact brand name product	NS
8	Cascade	equivalent specifications	EIS
9	Duplex	equivalent specifications	EIS
10	Aquarius EP	equivalent specifications	EIS
J	Misc. Products/Amendments		
1	New Balance pH Buffer	identical specifications to brand name product	IS
2	Knockdown Defoamer	identical specifications to brand name product	IS
3	Signal Green Spray Marker	identical specifications to brand name product	IS
4	Incide Out Tank Cleaner	identical specifications to brand name product	IS
5	Foam Spray Marker Solution	equivalent specifications	EIS
6	Mulch colorant	equivalent specifications	EIS

ATTACHMENT B: BID SHEET

This Attachment may be found on the City's website at www.harrisonburgva.gov/bids-proposals or on eVA at www.eva.virginia.gov as a separate MS Excel document. Vendors should complete this attachment and return with proposal submission in the same format.

ATTACHMENT C: STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

This form must be completed & returned with your bid documents.

ATTACHMENT D: INSURANCE FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

****This form must be completed & returned with your bid documents.****



ATTACHMENT E: CITY OF HARRISONBURG, VA
STANDARD CONTRACT ITB

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and the City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Invitation to Bid (no revisions by the Contractor)

dated: _____

If applicable, any Official City Addenda(s):

#1, dated: _____

- (3) The Contractor’s Bid response dated _____ and the negotiated modifications (if applicable) to the Bid, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

By: _____

By: _____

Title: _____

Title: _____