



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (Feb 3, 2014), REQUEST FOR PROPOSAL NUMBER (2014028-PU-P), FOR (North River Pump Station Motor Replacement), DEPARTMENT (Public Utilities), DATE/TIME OF CLOSING (February 20, 2014 @ 2:00 pm local time), CONTRACT ADMINISTRATOR (Mike Collins, Public Utilities Director)

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered, or furnished to designated points within the time specified.

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 proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

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

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, 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.

**CITY OF HARRISONBURG
DEPARTMENT OF FINANCE AND PURCHASING
AND THE DEPARTMENT OF PUBLIC UTILITIES
REQUEST FOR PROPOSAL:**

**RFP NO. 2014028-PU-P
NORTH RIVER PUMP STATION UPGRADE 2013
PROJECT 473-12-13
CONTRACT 3 FOR MOTOR REPLACEMENT**

TECHNICAL SPECIFICATION
REVISED: FEBRUARY 3, 2014

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ATTACHMENTS:

- A1 - RECORD INSTALLATION DATA - EXISTING NORTH RIVER PUMP STATION MOTORS AND PUMPS
- A2 - IDENTIFICATION OF PROPRIETARY/CONFIDENTIAL INFORMATION
- A3 - VIRGINIA STATE CORPORATION COMMISSION FORM
- A4 - CITY OF HARRISONBURG STANDARD CONTRACT TERMS AND CONDITIONS
- A5 - SAMPLE CONTRACT

1. PURPOSE

The City of Harrisonburg Department of Public Utilities (DPU) is requesting proposals, subject to the specifications and conditions contained herein, to provide three replacement, vertical hollow-shaft, premium efficiency, 400 horsepower, inverter-duty rated (VFD rated) motors suitable for installation on the existing vertical turbine pumps at the North River Pump Station in Bridgewater, Virginia.

This solicitation, and the resulting agreement, shall be consistent with the the Virginia Public Procurement Act (VPPA) and the City of Harrisonburg's Purchasing and Contracting Policy Manual. This Request for Proposal (RFP) is being utilized in lieu of an Invitation for Bid (IFB) due to the specialized nature of the electrical equipment required within this pump station that has specific standardization needs in order to be compatible with existing equipment within the pump station and new variable-frequency motor drives that are being procured concurrent to this solicitation.

2. BACKGROUND INFORMATION

The DPU is responsible for providing water and sewer services to residences and businesses in the City of Harrisonburg and in portions of neighboring Rockingham County. The North River Pump Station is a key component of the raw water system operated by the DPU.

The North River Pump Station (NRPS) is located at 699 E Riverside Drive, Bridgewater, VA 22812. The NRPS pumps raw water from the North River to the Grandview Drive Water Treatment Plant and has a rated design capacity of 5,300 gallons per minute (GPM) using using three existing 350 hp motors. Replacement 400 hp motors procured under this solicitation shall be delivered to the DPU Water Operations Center, Central Stores at 2111 Beery Road, Harrisonburg, Virginia.

3. SCOPE OF SERVICES

- A. The DPU will evaluate, select and directly purchase from one (1) Manufacturer (Provider); three (3) 400 HP, 480V, 3 PH, 60Hz premium-efficiency, vertical hollow-shaft motors (Equipment); with an additive alternate option to buy a fourth identical motor to be delivered within six months of base purchase. All motors shall meet the Equipment requirements contained in this Request for Proposal (RFP).
- B. The Equipment procured under this RFP will be fitted to existing pumps as City furnished, contractor installed material as part of the City's NRPS Improvements Project and that installation effort will be independent of this solicitation. Installation of these motors will be conducted by an independent general contractor (Installing Contractor), that will be responsible for reconfiguring the NRPS for operation of the new motors on a new 480V power supply. The motors specified herein shall be designed for continuous duty operation using 480V Variable Frequency Drives (VFDs) and shall include features required for the full range of variable speed operation. Motor features shall include components that prevent damage to bearings, core, windings and other motor elements from mechanical loads, VFD induced shaft currents, winding loads, thermal effects, electrical pulses, electrical and mechanical harmonics in accordance with current NEMA MG1 standards.

C. The NRPS Improvements Project will be executed under four contracts as follows:

- i. Contract 1: Install Contract;
- ii. Contract 2: VFD Provider;
- iii. Contract 3: Motor Provider; (this solicitation)
- iv. Contract 4: SCADA Provider

Contract 1, (Install Contract), includes sequenced conversion of three existing 2300 V vertical turbine pump motors to 480V operation and VFD control by the installing contractor, with VFDs provided on Contract 2 (VFD Provider). The 480V motors provided under this solicitation, Contract 3, (Motor Provider) will be sequentially installed on each pump follow terms of this contract. Each motor and pump assembly will subject to a 7-14 day commissioning period by the installing contractor in cooperation with and fully supported by, the VFD Provider and Motor Provider (Contracts 2 and 3) prior to initiating work on the next pump, (four week commissioning period total). Specifications are provided specific to each contract and a full set of construction documents will be provided for the project.

4. SPECIFICATIONS

- A. The Provider shall furnish and provide manufacturer support required for factory certified installation of: three, 400 hp, 480V, 3 PH, 60Hz, Premium Efficiency, Inverter Duty Rated, Vertical Hollow-Shaft motors rated for continuous motor operation in a non-climate controlled environment (Equipment). All Equipment shall meet the functional and performance requirements contained in this RFP. ***Any exceptions noted to these specifications must be highlighted in the Provider's technical submittal narrative.***
- B. The Provider shall be responsible for issuing a Certificate of Proper Installation and a Certificate of Proper Operation for the Equipment in conjunction with the Installing Contractor contract.
- C. Existing Vertical Turbine Pumps
 - i. The Provider shall be responsible for coordinating the Equipment with the existing vertical turbine pumps as described in this RFP. Original installation drawings and documentation of current equipment installations are attached hereto. On-site inspection to verify installation requirements is mandatory and shall be coordinated with the City as described herein.
 - ii. Provider installation coordination shall include identifying and supplying adapter coupling (if required) between the existing pump head, (which was designed based upon a medium voltage, 2300V motor frame) and the proposed motor frame; any pump head or mounting frame modifications required for installation of proposed motors shall be provided as part of Equipment by the Provider.
- D. The following Motor Manufacturers will be considered as basis-of-design Equipment requirement; alternate motors meeting these performance specifications may be considered, but the City reserves the right to select motors based on technical need and system unity standards:

- i. US Motors
 - ii. General Electric Motors
 - iii. Aurora Motors
 - iv. TECO/Westinghouse
- E. Equipment Provider shall be responsible for coordinating with the Installing Contractor as DPU's manufacturer's agent; the Equipment shall be installed by the Installing Contractor under the direction of the Provider's manufacturer's certified field representative (Field Representative). It is projected that this installation will occur between April and July, 2014; the Installing Contractor has not been selected at this time.
- F. All electrical connections that are not factory assembled and shipped complete shall only require the Installing Contractor to connect wires between junction boxes installed on the Equipment by the provider. The 3-phase power connection for the motor shall be made directly to the removable electrical termination box (conduit box) mounted on the motor as part of Equipment. Equipment mounted conduit box shall be sized to accommodate wiring with aluminum conductors sized based up maximum motor load including service factor (full load amps). The Installing Contractor shall utilize a separate NEMA 4X rated electrical box to terminate, connect and identify all 120V circuits required for Equipment operation. Equipment Provider shall provide separate shielded and grounded wiring connections for all low voltage power and controls as part of Equipment. Motor assembly shall be designed to fit through existing pump station roof hatches that have a maximum clear rectangular opening of 3'-6" x 4'-0". Motors shall be equipped with lifting lugs suitable for installation and removal by crane through said opening.
- G. All instruments and electrical connections required to make a fully functioning and complete system that meets the functional and performance requirements of the RFP that are not shipped integral to or mounted on the motor shall be supplied (but not installed) by the Provider. All electrical connections that are not factory assembled and shipped complete shall only require the Installing Contractor to connect wires between junction boxes installed on the Equipment supplied by the Provider. Full wiring diagrams shall be provided for all required motor and control connections.

H. Performance Specifications: Equipment shall meet the following minimum design parameters in addition to matching existing pump installation configuration. **Note any exceptions or additional recommended features required to meet motor performance objectives in the Provider's technical narrative submittal:**

Design Parameter	Equipment
Number of Units	3
Motor Size	400 hp
Frame Size	Per MFR Recommendation
Efficiency Class	Premium
Minimum Efficiency at FLA	96.2%
Rated Service Temperatures	40 C
Service Factor w/o VFD Operation	1.15
Insulation	Class F or G
Enclosure	WP1
Electrical Power	460V/3PH/60Hz
Minimum Down-Thrust Rating	13,500 lbs
Oversized Main Conduit Box	Yes
Jacking Alignment Screw Taps	Yes
Inverter Duty	Yes
Oil Cooled Thrust Bearing	Yes
Insulated Bearings	Yes
Shaft Grounding Ring	Yes
Frame Grounding Terminal	Yes
Non-Reverse Ratchet	Yes
Integral Heaters (115V)	Yes
Stator Winding RTDs w/local controller	Yes (2 per Phase/ 100 Ohm)
Thermistors w/ local controller	Yes
Thermostats w/ local controller	Yes
Bearing RTDs w/ local controller	Yes (2 per motor)
Vibration Sensors	Yes
Stainless Steel Hardware	Yes
Noise Reduction (>85 db @1 m)	Yes
Factory Blue Epoxy Paint	Yes

I. Vibration Analysis

- i. The selected Provider shall evaluate and configure Equipment to minimize and eliminate harmful vibrations and harmonics due to conversion of the existing constant speed pumps to VFD control as detailed below. This shall include provision of specific three-axis in-place testing report documenting in-place vibration performance of each motor provided on this solicitation, including full range of anticipated continuous-duty motor speed operation ranging between 1,250 RPM to 1,800 RPM.
 - a. The Provider shall perform a Reed Critical Frequency (RCF) analysis in accordance with Hydraulic Institute Standards at the factory via bump test on each motor to determine the RCF of each specific motor supplied on this contract by the Provider and provide results of this testing with motor certifications.
 - b. The Provider shall provide an interference diagram predicting pump speeds that will be subject to interference/vibration based on finite element analysis of the resonant and excitation (critical) frequencies of the new motors. This analysis shall include evaluation of the new motor installation on existing pumps, pump pedestals and frames. Utilize measured RCF of each motor and pump stiffness/rigidity based on installed condition of the existing pumps and pump pedestals to design any required Equipment reinforcing in accordance with Hydraulic Institute Standards.
 - c. If the vibration analysis predicts resonant frequency problems within the pump station for specified operating range of the pumps, provide specific recommendations and Equipment appurtenances to minimize or eliminate the interferences. Recommendations may include but are not limited to stiffening the existing base or adding mass to the motors to alter the resonant frequencies. Tuning out critical frequencies will not be considered an acceptable method of vibration control for this installation.
 - d. Provide three integral vibration sensors mounted to motor frame at three separate locations (3-axis monitoring) to provide continuous real-time monitoring of installed motor operation with 4-20 mA output leads and local controllers mounted externally to the motor enclosure for SCADA system integration as part of Equipment for connection by Installing Contractor.

J. Equipment Enclosure, Fan, Frame, Shaft and Bearing Isolation

- i. Motor enclosure shall be rated for WP1.
- ii. Provide continuous contact, field serviceable, shaft grounding ring rated for life of bearings as part of Equipment. Equipment shall also include ceramically insulated raceway mounts to prevent circulating shaft bearing currents at both the thrust bearing and alignment bearing on the motor Equipment. Ceramic coating shall provide a uniform surface with a Rockwell Hardness of 50C, and shall provide a minimum electrical resistance of 1.0 gigoOhm or greater at 1,000 Volts. Electrical impedance within motor wiring shall be consistent and

coordinated to minimize internal reflectance; factory certified internal impedance shall be specifically listed for each for coordination with Installing Contractor. Shaft current protection device shall meet IEEE standard for Application of Static Charge Dissipation to Mitigate Electric Discharge Bearing Currents and performance shall be verified in the field using harmonic voltage meter to fully capture all potential order harmonic shaft currents, oscilloscope meter verification will be required during installation.

K. Motor Equipment Bearings:

- i. Thrust bearings shall be rated for a minimum working down thrust of 13,500 pounds. Provide preloaded springs to provide minimum down-thrust and prevent bearing skidding. Bearing frames shall have integral oil-cooling configuration suitable for connection to externally mounted oil filled heat exchanger (provided by others). Temperature sensor and level indicator on bearing oil reservoir shall be installed by others.
- ii. Provide factory mounted non-reverse ratchet mechanism to positively engage shaft and prevent pump reversal upon motor shutdown. Ratchet mechanism shall be suitable for variable speed operation and shall fully disengage upon motor start-up and operation.
- iii. Provide stator winding RTDs (2 per Phase/ 100 Ohm) and bearing RTDs (2 per motor) with local controllers mounted externally to the motor enclosure to monitor bearing temperature at thrust and lower bearings. Local controllers shall output a digital high temperature alarm.
- iv. sequence.
- v. All bearings shall conform to the standards of the Anti-Friction Bearing Manufacturers Association, Inc. (AFBMA). Bearings shall have a minimum L-10 life expectancy of 100,000 service hours.

L. Factory Finishing

- i. Shop prepare, prime, and finish coat all ferrous metal components of the Equipment in accordance with the following schedule for Exposed Metal - Corrosive Environments. DPU to select finish coat colour as part of shop drawing review and approval process.

Surface Prep.	Paint Material	Min. Coats, Cover
SSPC – SP10	Epoxy Primer – Ferrous Metal	1 coat, 2.5 MDFT
	High Build Epoxy	1 coat, 4 MDFT
	Polyurethane Enamel	1 coat, 3 MDFT

M. General Requirements

- i. Safety Devices: The Equipment shall include all necessary permanent safety devices, such as machinery guards, emergency stops, non-ratcheting returns and similar items required by OSHA, and other federal, state, and local health and safety regulations.
- ii. Flanges and Pipe Threads: Threaded flanges and fittings shall have standard taper pipe threads complying with ANSI/ASME B1.20.1.

- iii. Provide lifting lugs for all Equipment components weighing over 100 pounds.
- iv. The Equipment shall comply with all applicable federal, state and local codes and regulations to include safety and fire codes and regulations.

N. Warranty Requirements

The Provider shall provide a full written warranty for all equipment provided under this RFP. The warranty period shall be 24 months from start-up but not to exceed 30 months after the date of Substantial Completion. If a defect is found during the warranty period, the Provider shall remedy said defect at no cost to DPU. The Provider shall provide a cost adder for extending the warranty for all equipment to 36 months from start-up but not to exceed 48 months after the date of Substantial Completion. Warranty coverage shall extend to protect against any VFD-induced motor or bearing damage for the life of the motor.

O. Shop Testing

- i. Prior to shipment of the equipment the motors shall be run tested to confirm RFC.
- ii. Provide Vibration Analysis Report before submitting Certificate of Proper Installation.
- iii. During the shop test the following parameters shall be recorded:
 - a. Motor serial number, frame designation, testing agent name, certification number and location, date and time of test. DPU shall be notified 5-days in advance of certification testing and shall be permitted unimpeded access to attend and witness factory certification testing at the manufacturer's test site. Travel cost for DPU to observe test shall be independent of Equipment cost and shall be borne by DPU.
 - b. Certified shop test reports shall be submitted to DPU with delivery of each motor.

P. Field Testing

- i. Provider shall conduct functional and performance field tests of the Equipment to determine systems ability to operate within the performance limits specified. The Provider shall coordinate with and direct the Installing Contractor during motor installation and shall be responsible for issuing a Certificate of Proper Installation and a Certificate of Proper Operation for the Equipment.
- ii. Provider shall include a minimum of six days of on-site installation support with Field Representative present on site full time for 8-hours each day; (minimum of four separate visits required); additional days may be provided at Provider's discretion.
- iii. Functional Test
 - a. Provider shall issue a Certificate of Proper Installation for each motor prior to start up.
 - b. Field test all equipment components for proper alignment and connection. Test complete drive assemblies for correct rotation, proper alignment and connection, and quiet, trouble-free operation.

- c. Make all adjustments necessary to place equipment in specified and working order at the time of above tests without preload, overstress or improper alignment.
- iv. Performance Test
 - a. Motor No. 1 for Pump No. 1 shall be operated for a continuous 14 day period. Upon Owner acceptance of the motor, the Provider shall issue a Certificate of Proper Operation for Motor No. 1.
 - b. Following issuance of the Certificate of Proper Operation for Motor No. 1, Motor No. 2 will be installed by the Installing Contractor and a Functional Test completed. Motor No. 2 for Pump No. 2 shall be operated for a continuous 7 day period. Upon Owner acceptance of the motor, the Provider shall issue a Certificate of Proper Operation for Motor No. 2.
 - c. Following issuance of the Certificate of Proper Operation for Motor No. 2, Motor No. 3 will be installed by the Installing Contractor and a Functional Test completed. Motor No. 3 for Pump No. 3 shall be operated for a continuous 7 day period. Upon Owner acceptance of the motor, the Provider shall issue a Certificate of Proper Operation for Motor No. 3.
 - d. Providers Field Representative shall be present at the site for at least 8 hours to direct Functional Testing and Performance Testing for each motor start-up (minimum total of 24 hours of base field time specified). The same Field Representative shall be available to return to the site within 24 hours if Performance Testing is interrupted for any reason. If Performance Testing is interrupted due to defective equipment within the scope of supply of the Provider, the Field Representative shall be present at no additional cost to Owner. If Performance Testing is interrupted due to defective equipment outside the scope of supply of the Provider, the Field Representative shall be present at a daily rate as listed in proposal (at DPU expense).
 - v. Promptly correct or replace all defective equipment within the scope of supply of the Provider revealed by or noted during tests at no additional cost to the DPU and repeat tests until specified results acceptable to DPU are obtained.
 - vi. Field testing shall be directed by the Providers Field Technician.

Q. Certificates

- i. A Certificate of Proper Installation for the Equipment shall be issued to and accepted by the DPU by the Provider prior to any operation or field testing of the equipment.
- ii. A Certificate of Proper Operation for the Equipment shall be issued to and accepted by the DPU by the Provider in coordination with Installing Contractor.
- iii. DPU acceptance of both certificates shall be a prerequisite condition for Provider to request a substantial completion inspection for final payment.

R. Training

- i. The same Field Technician that directed field testing shall provide at least 4 hours of training to DPU staff with regard to: (1) operation; (2) routine maintenance; and (3) preventative maintenance procedures on the Equipment. The DPU will establish date and classroom location during which required training shall be delivered.

S. General Equipment Requirements

- i. Material and equipment shall be provided that is:
 - a. Constructed and finished in a workmanlike manner.
 - b. Suitable for the purpose intended, especially as related to acceptability for use in a raw water pumping facility.
 - c. Selected and fabricated to the best engineering practice.
 - d. Mechanical and electrical equipment, particularly bearings, contacts and other wearing parts shall be designed for extended periods of operation without frequent maintenance or attention.
 - e. Motors and drives shall be furnished with safety devices including shear pins, flexible coupling guards and belt guards.
 - f. All machinery shall be designed such that all working parts are readily accessible for inspection and repair, and each part is suitable for the service required.
 - g. An adequate and, as far as practicable, automatic means of lubrication for all working parts shall be provided. Arrange lubrication grease nipples, grease boxes and other lubrication devices so that they are readily accessible for routine greasing. Use grease nipples of a consistent type; alemite button head type or equivalent. All lubricating products are to be selected based on used in public water supply applications.

- ii. Flanges and pipe threads:
 - a. All pipe flanges shall conform in dimension and drilling to ANSI B16.1, Class 250 (cast iron pipe) and to ANSI B16.42, Class 300 (ductile iron pipe), unless otherwise specified.
 - b. Provide like flanges for all connections. The connection of dissimilar flanges will not be accepted.
 - c. Pipe threads shall conform to ANSI B1.1, coarse thread series, Class 2 fit.
 - d. Flange assembly bolts shall be heavy pattern, hexagonal head, stainless steel machine bolts with heavy pattern hexagonal nuts conforming to ANSI B18.2.1 and B18.2.2.
 - e. Bolt threads shall conform to Unified Screw Threads, Standard Coarse Thread Series, Class 2A and 2B, ANSI B1.1.
- iii. Bearings
 - a. Unless otherwise specified, oil or grease lubricated ball or roller type equipment bearings shall be designed to withstand the stresses of the service conditions specified. Rate each bearing in accordance with AFBMA Methods of Evaluating Load Ratings of Ball and Roller Bearings.
 - b. Equipment bearings shall have a minimum B-10 rating life of 100,000 hours, as determined using the maximum equipment operating speed, unless otherwise specified.
 - c. Grease lubricated bearings, unless factory sealed and lubricated, shall be furnished with easily accessible grease supply, flush, drain, and relief fittings. Use extension tubes where necessary. Provide standard hydraulic alemite type grease supply fittings.
- iv. Guards
 - a. Sheet-expanded guards, or equal are to be furnished on all mechanical moving parts in accordance with workplace safety regulations.
 - b. Guards shall be fabricated of 14 gauge steel, or equal, and painted red after fabrication to same standard as parent equipment.
 - c. Guards are to be removable to facilitate maintenance of moving parts.
 - d. Provisions are to be made to extend lube fittings through guards.
- v. Caution signs
 - a. Provide signage in accordance with OSHA standards and requirements:
 - 1. All rotating equipment drives shall be identified with caution signs.
 - 2. Caution signs shall consist of vinyl stick-on type decals positioned immediately adjacent to the rotating element and placed onto a clean, smooth surface.
 - 3. When an insufficient space or surface exists the decal is to be applied to a galvanized mild steel, fiberglass, or plastic sheet fastened to equipment.

4. The caution signs shall read "CAUTION - AUTOMATIC EQUIPMENT MAY START AT ANY TIME".
 5. Sign letters are to be 25 mm in height, in red, on a yellow background.
- vi. Pilot devices
 - a. For electrical pilot devices including switches, relays, and contacts, heavy-duty industrial quality devices are to be furnished.
 - b. Contacts which provide alarm malfunction or control to external systems are to be rated for 10 amp continuous service at 120 volts AC. Pressure and temperature switches are to be rated for 5 amp continuous service at 120 volts AC.
 - vii. Indicating lights
 - a. Oil-tight transformer type indicating lights with LED lamps are to be furnished.
- T. Submittals: The following additional information shall be provided in the Provider's Technical Submission as part of this initial proposal response:
- i. Motor data sheet to include nameplate data, performance data, dimensional data, wiring diagram, reed frequency analysis, and performance curves indicating rotating speed, amps, efficiency plotted against horsepower; torque and amps plotted against rotating speed; acceleration time plotted against percent full load current.
 - ii. Provide mechanical drawings of all equipment to include custom couplings and optional equipment.
 - iii. Provide an itemized list of all equipment (including fans, instruments, etc.) that comprise the Equipment and provide cut sheet information sufficient to ensure compliance with the technical requirements of the RFP.
 - iv. Provide an itemized list of alternate equipment that can be offered with add or deduct pricing.
 - v. The proposal shall be based upon the Equipment as set forth herein, however alternate Equipment with additive or deductive pricing can also be included at the Provider's discretion.
 - vi. Provide itemized maintenance schedule based on motor run time and calendar days for recommended operations and maintenance activities.
 - vii. Provide a separate daily rate for the Provider's Field Technician to be on site. This rate shall be in effect throughout the duration of the project and for 12 months following Substantial Completion.
 - viii. Provide 3 hard copies of the Operations and Maintenance Manual for the Equipment and an electronic copy in portable document format (PDF).

5. GENERAL CONTRACT CONDITIONS

- A. Precedence of Terms: In the event there is a conflict between the general contract conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.
- B. Valid Contract: The extent and character of the services to be performed by the Provider shall be subject to the general control and approval of DPU Director, or his authorized representative. Any change to the Contract must be approved in writing by the DPU Director and the Provider.
- C. Changes, Additions, Deletions: No changes, additions, deletions or substitutions of Contract Terms and Conditions, Specifications, Quantity, Unit of Issue, Delivery Date, Delivery Charges, or Price will be permitted without the written approval of the DPU Director.
- D. Debarment Status: By submitting their proposals, Providers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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.
- E. Antitrust: By entering into a contract, the Provider conveys, sells, assigns and transfers to DPU 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 of America and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by DPU under said contract.
- F. Insurance: The Provider shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under this Contract.
 - 1) Comprehensive General Liability
 - a. \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate
 - b. Comprehensive General Form
 - c. Extended Business Liability Endorsement
 - d. Independent Contractors Coverage
 - e. Products/Completed Operations (to be provided for a minimum of 36 months after completion of the work)
 - f. Broad Form Contractual Liability
 - g. Personal Injury Liability
 - 2) Comprehensive Automobile Liability
 - a. \$1,000,000 Combined Single Limits
 - b. Statutory Uninsured Motorist Coverage
 - c. Hired and Non-owned Coverage
 - d. Motor Carrier Act Endorsement

- 3) Workers Compensation and Employer's Liability
 - a. Statutory Coverage for Virginia
 - b. \$1,000,000 Employer's Liability
 - c. Broad Form All States Endorsement
 - d. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act.

- 4) Umbrella Liability

- 1) Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability and the Employer's Liability

Prior to commencing work under the Contract, the successful Provider shall furnish DPU with a Certificate of Insurance naming DPU as an additional insured endorsed by insurance company licensed to provide insurance services in the Commonwealth of Virginia.

- G. SCC Licensing: Corporations conducting business within the Commonwealth of Virginia must be incorporated in the Commonwealth of Virginia or present certification as issued by the Virginia State Corporation Commission and shall complete the attached SCC certification form and submit it with the proposal (See Attachment A3).
- H. Hold Harmless Clause: The Provider shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless DPU, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Provider or his/her employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Provider agrees that this clause shall include claims involving infringement of patent or copyright.
- I. Employees Not to Benefit: As a prerequisite for payment pursuant to the terms of this Contract, there shall be furnished to DPU a statement that no employee of DPU, or members of the immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this Contract.
- J. Public Inspection of Procurement Records: Proposals submitted shall be subject to public inspection in accordance with *Virginia Code §2.2-4342*.
- K. Proprietary Information: Bids or proposals containing trade secrets or proprietary information submitted by a bidder, Provider, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of information Act; however, the bidder, Provider, offeror or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary for each

section. Claim of trade secrets or proprietary information for the entire bid is not permissible, (See Attachment A2).

- L. Samples: Samples, when required in the specifications, shall be delivered to the Executive Director at the Provider's/offeree's/bidder's expense by the date and time specified in the bid documents; said time is in no case shall be later than the bid opening. Samples shall be removed by the Provider/offeree/bidder at his/her own expense within 30 (thirty) days after written notice to do so. Failure to do so may result in storage of the property at the Provider's/offeree's/bidder's risk and expense, or declaration as abandoned property and subject to disposal as such.
- M. Brand Names/Catalog References: Any catalog, brand name, or manufacturer's reference used in bid invitation is descriptive, not restrictive and shall be deemed to indicate "or approved equal" whether or not so state, unless justification by reason of sole source or emergency condition (e.g. repair parts, etc.) is specifically cited. Proposals/Bids on brands of like nature and quality will be considered, provided the Provider/offeree/ bidder submits a complete description of same and notes any and all reference numbers. Otherwise, it shall be understood that the specified brand will be furnished. Equality of the like nature items shall be determined by DPU. In such instances, the judgment of DPU is final. Exception to this "or approved equal" clause will be made if the bid calls for prequalification of products. In this case, only those brands and models cited in the bid documents, or those otherwise pre-qualified as set forth in said document, will be considered.
- N. Ownership of Material: Ownership of all data, material and documentation originated and prepared for DPU, including any electronic media, shall belong exclusively to DPU and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- O. 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 Rockingham County, Virginia. The Provider shall be in compliance with all of the laws of the Commonwealth of Virginia, all ordinances and laws of Rockingham County and such other standards, codes, and regulations having application to the goods or services provided.
- P. Exemption from Taxes: DPU is exempt from State and Federal Taxes. A Tax Exemption Certificate indicating DPU's tax exempt status will be furnished upon request.
- Q. Substitutions: No substitutions, including key personnel or cancellations are permitted after Contract award without the written approval of the DPU Director.
- R. New Goods, Fresh Stock: Unless otherwise specifically stated, the Provider shall provide new rather than used goods, fresh stock and the latest model, version, design or pack of any item specified.
- S. Price Currency: Unless stated otherwise in the solicitation, Providers/offerees/bidders shall state prices in US dollars.

- T. Assignment of Contract: This Contract may not be assigned in whole or in part without the written consent of the DPU Director as outlined in the City's General Contract Terms and Conditions.
- U. Default: In case of failure to deliver goods or services, the City's General Contract Terms and Conditions shall be applied.
- V. Termination: Subject to the provisions below, the Contract may be terminated by DPU upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval of DPU until said work or services are completed and accepted.
- W. Termination for Convenience: In the event that this Contract is terminated or canceled upon request and for the convenience of DPU, without the required sixty (60) days advance notice, then DPU shall negotiate reasonable termination costs, if applicable.
- X. Termination for Cause: Termination by DPU for cause, default or negligence on the part of the Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

6. Special Terms and Conditions

- A. Definition of Terms: The terms “Manufacturer/Supplier” or “Provider” as used in this RFP shall refer to the Provider for Scope of Services specified herein including any manufacturers, suppliers or subcontractors utilized to furnish the Equipment specified. The term “Installing Contractor” as used in the RFP shall refer to a separate party contracted by DPU to install the Equipment provided under this RFP.
- B. Performance and Payment Bonds: A performance and payment bond in the amount of one hundred percent (100%) of the estimated value of the Contract shall be required of the successful Provider. These bonds shall be in a form acceptable to DPU and executed by a Surety duly authorized to do business in the Commonwealth of Virginia.
- C. Retainage: Under the provisions of *Code of Virginia* §2.2-4333, the Provider shall be paid at least ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to ensure faithful performance of the Contract. All amounts withheld may be included in the Final Payment. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section. The Provider may request release of retainage for any portion of the Work completed and accepted provided, however, that adequate progress is being made and DPU approves such release.
- D. Partial Payment: DPU will pay the Provider percentages of the contract price according to the following schedule:
 - 1) 10% within 30 days of approval of shop drawings by DPU.
 - 2) 80% (90% cumulative) within 30 days of delivery of the Equipment to the Water Operations Center, Central Stores, 2111 Beery Road, Harrisonburg, VA. Equal partial payments will be made for each motor upon acceptance of delivery if shipments are individually sequenced.
- E. Final Payment: The final payment, which will include the 10% remaining less any amounts due or claimed by DPU as retainage, shall not become due until all punch list items have been resolved to the satisfaction of DPU and after the Provider has conducted all training and has delivered all documents as described in the Specifications. Within 30 days of completion of said items, DPU shall pay the Provider the amount therein stated, less all prior partial payments.

7. Instructions for Preparing and Submitting Proposals

- A. Questions and Inquiries: Procedural questions about this RFP should be in writing and directed to: Pat Hilliard, Purchasing Agent at Purchasing@harrisonburgva.gov. Technical questions should be directed in writing to Mike Collins, Director of Utilities at mcollins@harrisonburgva.gov. All relevant questions will be answered by written addendum to www.harrisonburgva.gov/bids and on the State of VA purchasing webpage at www.eva.virginia.gov. All questions must be submitted in writing a minimum of seven calendar days prior to solicitation due date in order to be considered).
- B. If any Provider would like to request a time to conduct an additional site visit, those visits may be scheduled by contacting the Public Utilities Department.
- C. Contents of Proposals: Information contained in the proposal shall be stated in a clear and concise manner specific to the product being offered and the specifications outlined herein.
- D. The Provider's Technical Submittal shall be organized in accordance with the following Table of Contents. Each page of the submission should be numbered sequentially.

1) Table of Contents

Section	Title
1	Executive Summary
2	Manufacturer Information, Relevant Experience and References
3	Guaranteed Delivery Schedule within 90 days of order date
4	Response to RFP Technical Requirements
5	Vendor Identification/Ownership Disclosure Statement
6	Price Quotation Form

2) Executive Summary

- a. Provide an executive summary highlighting key aspects of the proposal excluding cost information.
- b. The executive summary should not exceed one page in length.
- c. The executive summary shall clearly state and identify who the sole responsible party is for submitting the proposal. There shall only be one responsible party/Provider.

3) Manufacturer Information, Relevant Experience and References

- a. The Manufacturer is defined as the party that actually manufactures the motors.
- b. Identify the location of the corporate headquarters and the location of the facility where the equipment will be manufactured for this project.
- c. Identify the Project Manager, Applications Engineer and Field Representative that will be assigned to this project. Provide brief descriptions of their experience and qualifications.

- d. As part of cost proposal, include a recommended six-month supply of all consumables as required for continuous operation of the Equipment (oil, lubricants, etc.).
- e. As part of cost proposal, include all special tools required for routine and preventative maintenance.
- f. Provide a brief company history detailing product lines and history of manufacturing equipment meeting the requirements of this RFP.
- g. List all professional and technical certifications/affiliations.
- h. Description of company structure and identify and outline any and all relationships with any partners, equipment suppliers and/or consultants that would be used for this project.
- i. Location of nearest authorized Field Representative and the source and location of origin for spare parts for the Equipment. Provide legal name, address and contact person for the authorized service representative(s). Provide the number of trained service technicians employed by the service representative.
- j. Describe the customary technical support provided after the completion of the contractual warranty period.
- k. Provide a list of recommended spare parts for DPU to retain on-site and include in cost proposal.
- l. Demonstrate a minimum of ten (10) project references demonstrating relevant experience in the manufacture and installation of the exact model or equivalent (larger) motor for vertical turbine pumping applications for drinking water or raw water supply for a public drinking water source. Provide references showing relevant experience in the last ten (10) years with a description of each contract, dates, and delineation of specific equipment provided.
- m. Demonstrate a minimum of ten (10) project references demonstrating relevant experience in vibration analysis substantially similar to that required in the RFP for the exact model or equivalent (larger) motor for vertical turbine pumping applications for drinking water or raw water supply for a public drinking water source. Provide references showing relevant experience in the last ten (10) years with a description of each contract, dates, and delineation of specific equipment provided.
- n. Provide Owner and Operator contacts for the references/installations listed above. Contact names and telephone numbers are to be provided for all references.
- o. State the motor horsepower provided for all references/installations listed above.

- 4) Guaranteed Schedule
 - a. Provider shall provide a guaranteed schedule from issuance of PO to delivery of Equipment to DPU.
 - b. Delivery of three (3) hard copies of the O&M manual and an electronic copy in PDF format is a requirement in meeting the equipment delivery schedule requirements to the job site.

- E. The Price Quotation Form shall contain the following items:
 - 1) The base price for the Equipment to achieve the performance requirements listed in the RFP.
 - 2) Additional cost for providing an extended warranty from 24 months to 36 months from start-up.
 - 3) If applicable, add or deduct pricing for any other suggested alternate equipment/accessories.

- F. Proposal Submission Procedure
 - 1) **Proposals must be received at the City of Harrisonburg, Purchasing Department, 345 South Main Street, Room 201, Harrisonburg, VA 22801 BEFORE 2:00 P.M., Local Prevailing Time, February 20, 2014. Proposals may be hand delivered, mailed, delivered by courier, or shipped to the location above.**
 - 2) Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the Provider, return mail address, telephone number and the following identification: "RFP No. 2014028-PU-P : NORTH RIVER PUMP STATION UPGRADE 2013; CONTRACT 3 FOR MOTOR REPLACEMENT".
 - 3) Provide one bound copy of the proposal with original signature. Faxed or e-mailed proposals will not be accepted. Proposals received after the appointed acceptance date and time will not be accepted. It is the sole responsibility of the bidder to ensure their proposal arrives on time. The City of Harrisonburg will not be responsible for any delays.
 - 4) Providers, prospective bidders, vendors or other interested parties requiring "reasonable accommodation" under the Americans with Disabilities Act for submission of proposals, authorized inspection visits or appropriate data collection on DPU property, or any other procurement-related contact with DPU staff, must contact the DPU Director in a timely manner to arrange such accommodations as appropriate.

- H. DPU to Bind Firm in Contract: Proposals must give the full name and address of the vendor. Failure to manually sign the Proposal may disqualify it. The person signing the Proposal shall show Title or Authority to bind his/her firm in a contract.

- I. Rights of DPU: DPU reserves the right to accept or reject all or any part of any proposal, waive informalities and award the Contract to best serve the interest of DPU.

- J. The contents of the Proposal submitted by the successful Provider and this RFP will become part of any contract/PO awarded as a result of the Scope of Work contained herein.
- K. Costs of Proposal Preparation: Any costs incurred by the Providers in preparing or submitting proposals are the Provider's responsibility. DPU will not reimburse any Provider for any costs incurred as a result of a response to this RFP.
- L. Addendum and Supplement to Request: Only written communications relative to this procurement will be considered. No oral communication by either the Provider or any representative of DPU shall alter or amend the intention of these specifications or be binding thereupon. Written addenda will be issued for any clarifications and or changes necessitated by appropriately posed questions from potential Providers and /or representatives of DPU. Written acknowledgement of all addenda is necessary for the bid to be considered complete and responsive. Addenda will be posted on the City web site www.harrisonburgva.gov/bids and the State of VA purchasing web site at www.eva.virginia.gov. It is the responsibility of the proposer to obtain all addenda information before submitting their proposal. Any and all Addenda must be signed and returned as part of the proposal.

8. Evaluation of Proposals

- A. DPU will review and rank the proposals from each Provider based upon the factors itemized below. Weighting factors will be applied to each category.
 - 1) Quality Factors
 - a. Relevant Manufacturer experience and performance track-record. (5%)
 - b. Demonstrated experience in vibration analysis (5%)
 - c. Compliance with all aspects of the RFP (5%)
 - d. Demonstrated Quality Assurance/ Quality Control (QA/QC) (5%)
 - e. Guaranteed delivery schedule (15%)
 - f. Provider's technical approach to integrate proposed products/motors with existing pump configuration, frames and mounts (15%)
 - 2) Cost Factors
 - g. Equipment Cost (50%)
- B. Each proposal will be evaluated with respect to compliance with all technical and administrative requirements as detailed in the RFP.
- C. References will be evaluated based on the similarity of the installation as well as comments received from the reference.
- D. QA/QC will be evaluated based on the Provider's QA/QC program and ISO certification(s).
- E. Selection shall be made of two or more offerers deemed fully qualified and best suited among those submitting proposals on the basis of the factors outlined in this request for proposals, including price. Negotiations shall then be conducted with each of the offerers so selected. Prices shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the purchasing agent shall select the offeror which in the City's opinion has made the best proposal and shall award the contract to that offeror. Should the purchasing agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
- F. DPU reserves the right to not award/select any proposal at its sole discretion. DPU may choose to award based solely upon the base bid or any combination of base bid and additive/deductive alternates at DPU's sole discretion.
- G. From the date that the proposals are due, DPU will have 90 days to issue Notice of Award to the Manufacturer/Supplier for the Equipment. A written notice of award shall be provided to the successful Provider within the specified acceptance period.
- H. Notice of Award: DPU will provide public notice announcing its decision to award the contract by posting the Notice of Intent to Award on the the City of Harrisonburg's Purchasing web page at: (www.harrisonburg.va.bids; and on the eVA website (<http://eva.virginia.gov/>).

9. Price Quotation Form

**North River Pump Station Motor Replacement
RFP No. 2014028-PU-P**

Item #	Description	Price
1	Total Price (3-400 Hp; 480V Motors)	
Additional Optional Add/Deduct Items		Price
AD-1	4 th 400 Hp, 480V Motor (Add)	\$
AD-2	Additional 36 Month Warranty (Add)	\$
AD-3	Daily Rate - Field Representative (Add)	\$
AD-4	Salvage Value of Existing Motors (Deduct/Credit)	(\$)

Note: Prices are to include all charges, F.O.B. delivery site at Central Stores, 2111 Beery Road, Harrisonburg Virginia. Exceptions to specification listed in the Scope of Services, if any, shall be enumerated below:

BID PACKAGE CONFORMITY CHECKLIST

ITEM #	DESCRIPTION	INCLUDED
1	RFP COVER PAGE AND ACKNOWLEDGEMENT OF ADDENDA	Y N
2	BIDDERS TECHNICAL SUBMITTAL PACKAGE	Y N
3	PRICE QUOTATION FORM (THIS PAGE)	Y N
4	VENDOR IDENTIFICATION & OWNERSHIP DISCLOSURE FORM	Y N
5	IDENTIFICATION OF PROPRIETARY/CONFIDENTIAL INFORMATION FORM	Y N
6	VIRGINIA STATE CORPORATION COMMISSION FORM	Y N
7	CONTRACTOR/VENDOR ACKNOWLEDGES INSURANCE REQUIREMENTS, AND CONTRACT PERFORMANCE AND PAYMENT BOND REQUIREMENTS IF AWARDED THE CONTRACT	Y N

By:

(Business Name)

(Name and signature of person authorized to sign)

(Title of person authorized to sign)

10. Vendor Identification and Ownership Disclosure

North River Pump Station Motor Replacement

RFP No. 2014028-PU-P

Company:					
Address:					
Contact Person:					
Telephone:		Fax:		E-Mail:	
Organized under the laws of the State of:					
Principal place of business:					
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):					
<u>Name</u>			<u>Address</u>		

DPU requests that any consultant, firm or vendor receiving a contract of award resulting from an RFP issued by DPU shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

Section II – Employees Not to Benefit

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employees of DPU or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Section III – Conflicts of Interest

This solicitation is subject to the provisions of VA Code §2.1-639.2 et. seq, the State and Local Government Conflict of Interests Act. The Vendor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Section IV – Collusion

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damages.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all condition of this RFP and certify that I am authorized to sign for my company.

Signature: _____ **Date:** _____

Print: _____ **Title:** _____

North River Pump Station Motor Replacement

RFP No. 2014028-PU-P

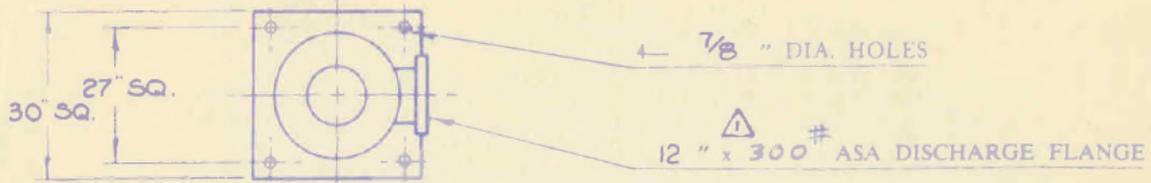
ATTACHMENT A1:

RECORD INSTALLATION DATA -EXISTING NORTH RIVER PUMP STATION MOTORS

JOHNSTON PUMP COMPANY GLENORA, CALIFORNIA PHONE SALES ORDER # 715 QUOTE # 715 CUSTOMER'S ORDER NUMBER VERBAL CONWAY CODE 24117 SOLD TO: ENGLISH CONSTRUCTION Co. ARLAUSTA, VIRGINIA		SERVICE: KAW WATER PUMP G.P.M. 1750 T.B.H. 640.5 T.D.H. B.H.P. 353.3 R.P.M. 1770 USE OF MOTOR YES NO FLUID PUMPED: WATER SP. GR. 1.0 NPSHR: BOWL: 80.5 PUMP EFF. 79.8 O.A. GUAR. YES NO SHIP TO: HARRISONBURG WATER FILTRATION PLANT HARRISONBURG, VIRGINIA		SALES ORDER NO. CB 2103-5 FILE WITH: 3/21/09 REQUESTED DATE: 3/21/09 FORECAST DATE: 3/21/09 SCHEDULED DATE: 3/21/09 CREDIT APPROVAL: ANN-1 DATE: 3/21/09 SPECIAL MARKINGS: 788 PSI	
PENALTIES: None DEL. DATE: None RATE: None APPLICABLE SPECS # None		BONDS: SHIP VIA B/W FRT. ALW. YES NO L.M. D PERFD VIA B/W PREPAID YES NO PERFD. TEST: NONE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO MTR: None PUMP: None		SOURCE: <input type="checkbox"/> YES <input type="checkbox"/> NO P.O. COPIES: None D YES <input type="checkbox"/> NO INSPECTION: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO QUAN.: None ITEMS: None CERTIFICATION: None CERTS ONLY <input type="checkbox"/> OTHER: None	
ORDERED UNIT TOTAL: 210	DRIVER TESTS: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO APPL. WIT.: None	HYDRO TEST: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO SPEC. SEC #: None	COPIES: None	UNIT LIST PRICE: None	UNIT NET PRICE: None
1 MOTOR: 1000 H.P. 350PH. 3 CYCLE 60 VOLTAGE WITH 24 1/2 DIA. BASE WITH 400 EXTRA THRUST WITH 400 N.R.B. THRUST. 13.468 CLUTCH. 2 1/16 INSUL. CLB RISE. 60 ENCL. WPI SP. 15 X VHS D VSS ADD FOR THERMISTERS.	DISCHARGE HEAD ASSY. SIZE: 24 1/2 X 12 TYPE: H FAB	FEET: 12 COLUMN 3 1/2 TUBE 2 7/16 SHAFT ASSEMBLY X OIL LUBE <input checked="" type="checkbox"/> WATER LUBE <input type="checkbox"/>	BOWL ASSEMBLY: 8 STAGE. 1400 TRIM 1099-3/16 O.L. CL.A <input checked="" type="checkbox"/> BRONZE <input type="checkbox"/> W.L. <input type="checkbox"/> STRAINER: 14 BASKET <input checked="" type="checkbox"/> GALV. STEEL <input type="checkbox"/> BRONZE <input type="checkbox"/> C.I. VIT.	TAXABLE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	TAX NOT INCLUDED IN TOTAL PRICE: 321-27
JUN 30 A.M.	* REQUEST APPROVAL FOR 110V OILER VOLTAGE WHEN SUBMITTING FOR APPROVAL				
APR 22 P.M.	REQUEST APPROVAL FOR 110V OILER VOLTAGE WHEN SUBMITTING FOR APPROVAL				
DIST. REP. 784	EACH ORDER: AE PROD (2): CF	FR: None	SM FINAL 7: None	ACCT. None	DISTR. None
DIST. CODE 801	MAIN ENHANCE MANUALS: None B/L: None	INVO. SES: None	DATE: 5/20/09	OF: None	BY: W. J. Jansse
END USE: 1	DATA REQUIRED FOR APPROVAL: <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> RECORD <input type="checkbox"/> NONE DATE REQUIRED: 6 AFTER APPROVAL DIMENSION PRINTS: 6 CROSS SECTIONAL CURVES: None BUYOUTS: None				

CHECKED <u>R.K.S.</u> DATE <u>7-17-69</u>	
PURCHASE ORDER NO. <u>19403</u>	DIRECT/STOCK
QUAN <u>3</u>	REVISIONS NO. BY DATE
<u>ENGLISH CONSTRUCTION CO.</u>	
IDEAL VERTICAL (HOLLOW) SHAFT, TYPE <u>AT</u> EXTRA 175% (HIGH) (REDUCED) THRUST WITH (NON) REVERSE RATCHET, DOWNTHRUST CAPACITY <u>13,500</u> LBS.	
<u>350</u> H.P. <u>3</u> PHASE <u>60</u> CYCLE <u>2300</u> VOLTS <u>1775</u> RPM <u>V-588</u> FRAME SIZE	
BD <u>2 1/2"</u> NEMA (P) BASE, AK <u>1 1/2"</u> AG <u>65 1/4"</u> CD: <u>58 3/4"</u> CLUTCH BORE <u>2 1/8"</u>	
ENCLOSURE - (WEATHER PROTECTED NEMA) (WEATHER PROTECTED NEMA) <u>1</u> (WEATHER PROTECTED NEMA) <u>1.15 SERVICE FACTOR</u>	
INSULATION TO BE <u>CLASS "B"</u> <u>60°C RISE</u>	
<u>PROVIDE WINDING THERMOSTATS</u>	
SHAFT ROTATION TO BE COUNTERCLOCKWISE WHEN LOOKING DOWN ON TOP OF MOTOR LOCK FOR 30% MOMENTARY UP THRUST - MAXIMUM ENDPLOY -.010"	
SOLID SHAFT ONLY	MOTOR SHAFT DIMENSIONS. V <u>—</u> AH <u>—</u> NEMA STANDARD RING KEYWAY/KEYWAY PER H-1394-A
PAINTING TO CONFORM TO <u>JOHNSTON PUMP CO. GREEN</u>	
PREORDER	PREORDER - SHIP TO <u>MAIL TO JOHNSTON PUMP CO. - ATTN. PURCHASING</u> CERTIFIED DIMENSION PRINTS FOR APPROVAL
FURNISH BY RETURN MAIL ATTN: JOHNSTON PUMP COMPANY PURCHASING DEPARTMENT MARK - FOR - INSTALLATION	
<u>7</u> CERTIFIED DIMENSION PRINTS, REPAIR PARTS LIST AND INSTRUCTION MANUALS	
FORECAST DATE <u>4-22-69</u>	
ORDER NO. <u>GB 2103-05</u> NO. OF UNITS <u>3</u> SHEET <u>1</u> OF <u>4</u> S11"	

JOHNSTON VERTICAL TURBINE PUMP RAW WATER PUMP



SOLENOID OPERATED
OILER - 110 VOLTS

IDEAL ELECTRIC W/N.R.R.
VERTICAL HOLLOW SHAFT MOTOR
HP-350 PHASE-3 CYCLE-60
VOLTAGE-2300 RPM-1800
ENCLOSURE-WEATHER PROTECTED
W/175% EXTRA HIGH THRUST,
THERMISTORS

APPROX 7'-4"

TYPE "A" DISCHARGE HEAD- 24 1/2" x 12"
110 VOLT SOLENOID OILER

2" AIR VENT
VALVE

COLUMN ASSEMBLY- 12" x 3 1/2" x 2 7/16"

1/4"

BOWL ASSEMBLY- 8 STAGE 14CC

17"

BASKET STRAINER- 14CC

18'-0 15/16"

CONDITIONS:

U.S. GALLONS PER MINUTE- 1750

TOTAL DYNAMIC HEAD IN FT- 640.5

LIQUID- RAW WATER

SPEC. GRAV. 1.0 @ °F. TEMP.

25'-5 1/4"

26'-6"

CUSTOMER CITY OF HARRISON BURG.

PO#

DEALER WOOD EQUIPT. CO.

PO# 69-396

7'-4 5/16"

JOHNSTON SERIAL NO. GB-2103-05

JOHNSTON QUOTATION NO.

12 3/4"

NOTE: DO NOT USE FOR CONSTRUCTION
UNLESS CERTIFIED

cut off

17"

THIS PRINT CERTIFIED
CORRECT BY
JOHNSTON PUMP COMPANY
Original Signed by
H. A. J. GREUTINK

JOHNSTON PUMP CO.
GLEN DORA, CALIFORNIA

H-2804-A

GH. A-25-69

REV. PER. CUST. REQUEST 7-17-69 J.S.T.

RAW WATER PUMPS

A. Manufacturer- Johnston Pump Co.
Glendora, California

B. Serial Numbers-
#1. G.B. 2105
#2. G.B. 2104
#3. G.B. 2103

C. General Info-
12" X 300# Discharge Flange
Type "A" Discharge Head- 24 $\frac{1}{2}$ " X 12"
110 Volt Solenoid Oiler
Column Assembly- 12" X 3 $\frac{1}{2}$ " X 27 $\frac{1}{16}$ "
Bowl Assembly- 8 Stage 1400
Basket Strainer- 1400

D. Conditions:
1750 U.S. Gallons per minute
640.5 Total Dynamic Head in Feet
Raw Water- Liquid
1.0-Specific Gravity

RAW WATER PUMP MOTORS

Manufacturer- Ideal Electric & Manufacturing Co.
Mansfield, Ohio

General Info:
Type "AT"
NEMA 1 Weather Protected
Vertical Hollow Shaft
Squirrel Cage Induction

350 HP	60 Hertz
1.15 Service Factor	Amb 40°C (104°F)
2300 Volts	Code "F"
77 Amps	Frame-V588
1775 RPM	Class B Insulation
60°C Temp. Rise by Thermometer	3-Klixon Winding Thermostats,
Continuous Duty	N.C. Contacts
Phase 3	Non-Reverse Ratchet Type Coupling

Thrust-13,500 lbs. Continuous Down with Bearing
~~13,500~~ based on 1 year minimum life.
Rotation-Counter Clockwise looking down on motor.



A-5

February 3, 2014
RFP No. 2014028-PU-P





PROPRIETARY/CONFIDENTIAL
INFORMATION IDENTIFICATION

ATTACHMENT A2

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.

ATTACHMENT A3

**State Corporation Commission Form
(RFP)**

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 RFP 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: _____

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.

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 A5

CITY OF HARRISONBURG, VA
STANDARD CONTRACT REP

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 Request for Proposals

dated: _____

If applicable, any Official City Addenda(s):

#1, dated: _____

- (3) The Contractor's Proposal response dated _____ and the negotiated modifications (if applicable) to the Proposal, 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: _____