



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, INVITATION TO BID NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

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.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

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.

TABLE OF CONTENTS

	COVER PAGE	
I.	DESCRIPTION.....	2
II.	INSTRUCTIONS TO BIDDERS.....	2
III.	QUESTIONS.....	3
IV.	BID DOCUMENTS & SPECIFICATIONS.....	3
V.	DETAILED SPECIFICATIONS.....	3
VI.	GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA.....	4
VII.	AWARD OF CONTRACT & CONTRACT TERM.....	11
VIII.	PRICE ESCALATION OR DE-ESCALATION.....	11
IX.	ORDER QUANTITIES.....	11
X.	PRICE ADJUSTMENT.....	12
XI.	DELIVERY.....	12
XII.	DESTINATION.....	13
XIII.	INSURANCE REQUIREMENTS.....	13
 <u>ATTACHMENTS</u>		
A.	VDOT SPECIFICATION FOR SODIUM CHLORIDE.....	14
B.	VA TEST METHOD FOR SIEVE ANALYSIS & CHEMICAL ANALYSIS OF SODIUM CHLORIDE.....	15
C.	BID FORM*.....	17
D.	STATE CORPORATION COMMISSION (SCC) FORM*.....	18
E.	INSURANCE FORM*.....	19

I. DESCRIPTION

The City of Harrisonburg will receive sealed bids for the furnishing and delivery of sodium chloride (rock salt) with an anti-caking additive for snow and ice control. Approximately 2,000 tons of deicing salt will be needed for the 2014-2015 winter. (Note: This is just an estimated amount and is not guaranteed.) The City of Harrisonburg has two (2) storage facilities, one located at 320 E. Mosby Road and one located at 901 Chicago Avenue.

II. INSTRUCTIONS TO BIDDERS

All bids must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Bid: De-Icing Salt ITB 2015013-PW-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 one (1) paper copy of the bid documents. Bid documents shall be mailed or hand-delivered to the Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **October 30, 2014 at 3:00pm 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: The City of Harrisonburg Municipal Building (345 South Main Street) is currently undergoing construction around the facility. Parking options tend to be congested throughout the day. It is recommended to park on the North side of the building in visitor parking (follow signs). Please take this into account when submitting your bid/proposal document and give yourself enough time to park and take your bid/proposal to the correct office for acceptance.*

All documents contained within the bid submission shall be completed in their entirety and signed and dated where required.

Bid Submission Checklist

- Cover Page
- Bid Form (Attachment C)
- State Corporation Commission (SCC) Form (Attachment D)
- Insurance Form (Attachment E)
- Letter of Assurance (*See Section IV.*)
- Signed Addenda, if any

III. QUESTIONS

Questions related to the ITB or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7778). 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 **October 23, 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.

IV. BID DOCUMENTS & SPECIFICATIONS

Bidders shall submit their bid on the attached Bid Form (*Attachment C*). All material must meet the specifications of the Virginia Department of Transportation (VDOT) per *Attachment A* and *Attachment B* of this document.

The vendor will be responsible for removal from the City's storage building any material that is caked upon delivery or becomes caked within two (2) months of delivery. Material which is unusable, as determined by the Public Works Superintendent, will be rejected and payment will not be allowed.

Additionally, bidder shall submit a Letter of Assurance on company letter head that affirms all product meets specifications stated here within. Letter of Assurance shall be submitted with bid submission documents.

V. DETAILED SPECIFICATIONS

The sodium chloride shall conform to the requirements of AASHTO M143, Type I, Grade I with the following exceptions:

1. The moisture content shall not exceed 3%. Any material with a moisture content in excess of 5% will be rejected.
2. When sampled at the destination, the 5% tolerances on the 3/8" (9.5 mm) sieve will be permitted. All plus 3/8" material must have 100% passing the 1/2" (12.5 mm)sieve. All plus 1/2" material will be rejected.
3. When shipped in bulk, the sodium chloride shall contain an anti-caking additive uniformly distributed. The additive and the proportion used will be indicated on the manufacturer's bid.
4. The sodium chloride may be tested according to Virginia Test Method VTM-28 (*Attachment B*). All samples containing a sodium chloride content less than 92% will be rejected.

5. Any load that deviates more than 10% from our specification will be rejected.

VI. GENERAL TERMS & 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>.

VII. AWARD OF CONTRACT & CONTRACT TERM

The contract will be awarded to the lowest responsive and responsible bidder meeting the applicable specifications. Contract will be awarded based on price per ton, as specified in the attached Bid Form (*Attachment C*). The City reserves the right to reject any and all bids and will further reserve the right to waive or not waive any informality in any bid. The City reserves the right to ask for additional information from the vendor to determine whether a company is responsible. The winning bidder shall submit a recent W-9 to the City Purchasing Office via email (Purchasing@harrisonburgva.gov) or fax (540-432-7778) within fourteen (14) calendar days of contract award.

Upon selection of a vendor, the City will post a “Notice of Award” on the City’s website at www.harrisonburgva.gov/bid-proposal-award-notifications and also on eVA at www.eva.virginia.gov.

The initial term of the contract shall run one (1) calendar year from the date of the Notice of Award, with an option to renew for four (4) additional one (1) year terms. Should either party wish to not renew the contract, notice shall be provided to the other party in writing no less than thirty (30) days prior to the end of the current contract term. If neither party chooses to cancel the contract through this written notice, the contract will auto-renew for an additional one (1) year term.

Prices for option years may increase or decrease in accordance with **Section VIII. Price Escalation or De-Escalation** below.

VIII. PRICE ESCALATION OR DE-ESCALATION

Price adjustments may be permitted to adjust for market changes which affect the Contractor’s cost of material but shall not exceed the Producer’s Price Index of the United States Bureau of Labor Statistics.

Price increases will be permitted only on the anniversary dates of the contract and must be conveyed in writing by the Contractor to the City no later than sixty (60) days prior to the current contract term’s expiration date. Applications for price increases shall be sustained in writing with the request. The City shall have sole discretion in allowing price increases or contract extension. All price adjustment requests may be sent to the City Procurement Manager, Ms. Pat Hilliard, at Purchasing@harrisonburgva.gov or by mail to 345 South Main Street, Room 201, Harrisonburg, VA 22801.

IX. ORDER QUANTITIES

Requirements are to be ordered as needed. These requirements are estimates only and the City reserves the right to increase or decrease these quantities at any time.

X. PRICE ADJUSTMENTS

If material is accepted that otherwise would have been rejected, a price adjustment will be assessed on the unit price/ton of up to fifty (50) percent.

XI. DELIVERY

1. Delivery locations shall be to one of the two (2) storage facilities for the City of Harrisonburg: one located at 320 E. Mosby Road and/or one located at 901 Chicago Avenue.

2. Prices, including freight, shall remain firm for the entire contract period.

3. Deliveries of chemical sodium chloride (rock salt), as specified in this document, may start immediately after the Contractor's receipt of a Purchase Order.

4. The successful bidder will be required to ship within at least ten (10) days after notification. If delivery is not made within the scheduled time and it becomes necessary for the City to secure its needs from another source, the Contractor shall be liable for any additional expense. The City reserves the right to bill the Contractor for this amount or deduct it from the Contractor's pending invoices.

5. Truck deliveries will be made during the hours of 7:30am and 3:00pm, local time, Monday through Friday except holidays or other days otherwise agreed upon by the City Public Works Superintendent. The City will assist with unloading provided prior notification of delivery is given. Notice for delivery shall be given at least 48-hours in advance in order for the City to assist with unloading.

6. All truck shipments shall be accompanied by a delivery ticket showing the material has been weighed on scales approved by the Weights and Measures Regulatory Section of the Virginia Department of Agriculture and Commerce or similar agency in other states. The ticket must be signed by the scales operator. Tickets can be preprinted with this statement or a rubber stamp may be used which would read as follows:

“The material shipped on this ticket has been weighed on approved scales in accordance with Virginia Department of Transportation Specification.”

Signature

Title

7. The gross weight, tare, and the net weight will be required on each ticket. All weight tickets must be automatic print out type or if weight inserted manually, the ticket must carry a certification that weight is correct.

8. The City will refuse to pay for materials that exceed the legal load limits of the truck. The excess weight will be deducted from vendor's invoice. Where excess weight is noted, it will be recorded on the delivery ticket that is signed and given to the driver.

9. The weight ticket must include the legal load limit on the truck hauling material to the City.

10. Weights of vehicles hauling into Virginia will be checked at the most convenient set of VDOT owned truck scales or the VDOT portable scale units.

11. The City reserves the right to weigh truck shipments before and after unloading. This will be done at no expense to the Contractor.

12. All loads are to be properly covered with a waterproof covering to insure that all material will arrive at destinations in a free-flowing usable condition.

XII. DESTINATION

All shipments will be subject to visual inspection at final destination at the time of unloading. Sodium chloride will arrive at the final destination in a free-flowing and usable condition. Any shipment deemed to be unusable because of excessive water, oversized material, excessive caking or reduced sodium chloride content may be rejected at the discretion of the Engineer. A sample may be taken for testing.

Delivered material not conforming to this specification may be subject to a price adjustment or rejected and returned at the producer's expense. Material not conforming to this specification, as determined by the Public Works Director or his designee, and not returned will be subject to a price adjustment schedule at the discretion of the Engineer.

1. A two (2) percent reduction in the unit bid price for each one percent moisture above three (3) percent. Any shipment in excess of five (5) percent will be rejected.

2. A two (2) percent reduction in the unit price for each one (1) percent of deviation from the specified graduation on the 3/8" (9.5 mm), #4 (4.75 mm), #8 (2.36 mm), and the #30 (600 micron) sieves.

3. A two (2) percent reduction in the unit bid price for each percent the sodium chloride is below 95 percent. Any material with a sodium chloride content of less than 92 percent will be rejected.

XIII. INSURANCE REQUIREMENTS

Vendors shall complete and submit *Attachment E. Insurance Form* as part of their bid submission.

ATTACHMENT A

VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIFICATION FOR SODIUM CHLORIDE

Scope

This specification covers sodium chloride (rock salt and evaporated salt) to be used for snow and ice removal.

Detailed Requirements

The sodium chloride shall conform to the requirements of AASHTO M143, Type I, Grade I with the following exceptions:

1. The moisture content shall not exceed 3%. Any material with a moisture content in excess of 5% will be rejected.
2. When sampled at the destination, the 5% tolerances on the 3/8" (9.5 mm) sieve will be permitted. All plus 3/8" material must have 100% passing the 1/2" (12.5 mm) sieve. All plus 1/2" material will be rejected.
3. When shipped in bulk, the sodium chloride shall contain an anticaking additive uniformly distributed. The additive and the proportion used will be indicated on the manufacturer's bid.
4. The sodium chloride may be tested according to Virginia Test Method VTM-28. (See attached). All samples containing a sodium chloride content less than 92% will be rejected.
5. Any load that deviates more than 10% from our specification will be rejected.

Destination

All shipments will be subject to visual inspection at final destination at the time of unloading. Sodium chloride will arrive at the final destination in a free-flowing and usable condition. Any shipment deemed to be unusable because of excessive water, oversized material, excessive caking or reduced sodium chloride content may be rejected at the option of the Engineer. A sample may be taken for testing.

Delivered material not conforming to this specification may be subject to a price adjustment or rejected and returned at the producer's option. Material not conforming to this specification and not returned will be subject to a price adjustment schedule at the discretion of the Engineer.

1. A two percent reduction in the unit bid price for each one percent moisture above three percent. Any shipment in excess of five percent will be rejected.
2. A two percent reduction in the unit price for each one percent of deviation from the specified gradation on the 3/8 (9.5 mm), #4 (4.75 mm), #8 (2.36 mm), and the #30 (600 micron) sieves.
3. A two percent reduction in the unit bid price for each percent the sodium chloride is below 95 percent. Any material with a sodium chloride content of less than 92 percent will be rejected.

ATTACHMENT B

Virginia Test Method For Sieve Analysis and Chemical Analysis of Sodium Chloride (Rock Salt)

Designation: VTM-28

1. Scope

This method covers the procedure to be used in determining gradation by sieve size of a sodium chloride sample as received from the field and its sodium chloride content.

2. Apparatus and Chemicals

2.1 Apparatus

- 2.1.1 Mettler DL4ORC MemoTitrator
- 2.1.2 Mettler DM141 Combination Silver Ring Electrode
- 2.1.3 Balance capable of weighing at least 200 gr. and a sensitivity of 0.10 g.
- 2.1.4 Analytical Balance capable of weighing 0.1 mg.
- 2.1.5 Sample splitter with the capacity to handle the contents of a one quart size sample container
- 2.1.6 A sieve set containing sieves with mesh sizes of 19.0 mm, 12.5 mm, 9.5 mm, 4.75 mm, 2.36 mm, and 0.60 mm and a pan.
- 2.1.7 A brush
- 2.1.8 Metal drug cans (8 oz.)
- 2.1.9 Metal drug cans (3 oz.)
- 2.1.10 Vented oven capable of maintaining 110° C.
- 2.1.11 Desiccator
- 2.1.12 Mortar and Pestle

2.2 Glassware

- 2.2.1 1000 ml volumetric flasks

3. Calculations

Sample report will look like this:

*** 01 - Dec - 02 ***

METHOD NO. 91102 1
IDENT
SAMPLE NO. 1

R % 99.302

Sample No. 1 was triturated with 3.9230 ml. of 0.08912 N AgNO₃

$\%NaCl = A \times N \times 584.5/w$
A = ml AgNO₃ used for sample 3.9230
N = normality of Silver Nitrate
approximately 0.01N 0.08912
W = weight of sample approximately 2.0 g. 2.04

584.5 = Molar Mass of NaCl multiplied by dilution factor

Preparation of standard 0.1 N AgNO₃ solution: Weigh 17.0 grams of reagent grade silver nitrate into a one liter volumetric flask, dissolve in distilled water and dilute to one liter.

Preparation of standard 0.1 N NaCl: Dry NaCl in an oven overnight at 110° C. Weigh exactly 5.844 grams into a one liter volumetric flask, dissolve in distilled water and dilute to one liter.

Procedure for Standardizing 0.1 N AgNO₃: Place 70 ml. of distilled water in three 120 ml. plastic Memo beakers. Then add 10 ml. 0.1 N NaCl to the beakers using 10 ml. volumetric pipette..

Triturate the three beakers according to MemoTrituration Method No. 900.



ATTACHMENT C: BID FORM

Bid for furnishing and delivery of sodium chloride (rock salt) with an anti-caking additive for snow and ice control for one (1) calendar year from the date of the Notice of Award, to the City of Harrisonburg, Virginia. There shall be an option to renew for four (4) additional one (1) year terms, per the conditions set forth in the ITB document.

Bidder understands that 2,000 ton quote is only an estimate and not a guaranteed quantity. The City of Harrisonburg reserves the right to increase or decrease this estimated quantity at any time.

Bidder agrees to all of the terms and conditions, as well as all specifications, provided within this bid document.

Bidder agrees to provide all material at the price below including all shipping:

Type of Sodium Chloride: _____ Brand Name: _____

BID PRICE: \$ _____ (PER TON)

Contact Person for Delivery

Name: _____ ADDRESS: _____

Telephone Number: _____

SIGNATURE

VENDOR NAME

TITLE

ADDRESS

PHONE NUMBER

DATE

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



ATTACHMENT D: STATE CORPORATION COMMISSION 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 document must be completed & returned with bid submission.***



ATTACHMENT E: INSURANCE REQUIREMENTS 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/OFFEROR 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 document must be completed & returned with bid submission.****