



**CITY OF HARRISONBURG
DEPARTMENT OF FINANCE
AND PURCHASING
409 SOUTH MAIN STREET,
THIRD FLOOR
HARRISONBURG, VA 22801**

INVITATION TO BID (ITB) COVER PAGE

ISSUE DATE: April 26, 2016	INVITATION TO BID NUMBER: 2016043-CS-B	FOR: Tesco Signal Backup Systems & Batteries
DEPARTMENT: Public Works	DATE/TIME OF CLOSING: May 12, 2016 at 3:00pm local time	CONTRACT ADMINISTRATOR: Jeffrey Moyer, Warehouse Manager
DATE/TIME LAST DAY FOR QUESTIONS: May 5, 2016 at 12:00pm (noon) local time	DATE/TIME PRE-BID MEETING: N/A	PRE-BID MEETING MANDATORY: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

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

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, 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.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____

Address: _____ Federal Employer Identification #: _____

_____ State Corporation Commission #: _____

Contact Name: _____ Contact Email Address: _____

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

_____ VENDOR'S LEGALLY AUTHORIZED SIGNATURE	_____ DATE
_____ PRINT NAME	_____ TITLE

Please take a moment to let us know how you found out about this Invitation to Bid (ITB) – Check one:

City of Harrisonburg Website eVA Website Bid Room (Please List) _____

The Daily News Record Newspaper Notified by City Directly Other (Please List) _____

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

Table of Contents

1.0	INTRODUCTION	2
2.0	BACKGROUND	2
3.0	SPECIFICATIONS.....	2
3.1.	TESCO BRAND 2000VA TRAFFIC SIGNAL BATTERY BACKUP SYSTEM (BBS) SPECIFICATIONS	2
3.2.	TESCO BRAND 2000VA TRAFFIC SIGNAL BATTERY BACKUP SYSTEM BATTERIES	5
3.3.	WARRANTY	5
3.4.	DELIVERY OF UNITS.....	5
3.5.	LIQUIDATED DAMAGES	6
4.0	PRE-BID MEETING.....	6
5.0	GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016).....	6
6.0	INSTRUCTIONS TO BIDDERS	6
7.0	QUESTIONS	7
8.0	AWARD OF CONTRACT.....	7
9.0	CONTRACT TERM.....	7
9.1.	PRICE ADJUSTMENTS.....	7
ATTACHMENT A.	GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016)8	
ATTACHMENT B.	PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM.....	16
ATTACHMENT C.	STATE CORPORATION COMMISSION (SCC) FORM.....	17
ATTACHMENT D.	NON-COLLUSION AFFIDAVIT.....	18
ATTACHMENT E.	CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT ITB	19
ATTACHMENT F.	BID FORM.....	20
ATTACHMENT G.	EXCEPTIONS TO SPECIFICATIONS.....	21

1.0 INTRODUCTION

The purpose of this Invitation to Bid (ITB) by the City of Harrisonburg, Virginia (City) is to solicit sealed bids from interested companies (Bidder) to provide Tesco brand Traffic Signal Backup Systems and Batteries, as described here within.

2.0 BACKGROUND

The City of Harrisonburg was established in 1780 and was named for Thomas Harrison, who donated the land for the Rockingham County Court House, which became the permanent county seat of Rockingham County in 1781. The City was incorporated in 1849 and was proclaimed a city of the first class in April 1990. It now encompasses 17.3 square miles and serves a population of approximately 53,875. The City of Harrisonburg manages a workforce of approximately 790 employees responsible for providing government services to our citizens.

The City Public Works Department has a staff of more than 100 employees and provides the following services, including but not limited to, trash collection, recycling, maintenance of city streets, maintenance of traffic signals and street signs, transportation planning, and construction of new transportation facilities.

3.0 SPECIFICATIONS

Bidders shall submit a bid on the attached Bid Form (Attachment F) for the initial purchase of eight (8) Tesco brand 2000VA Traffic Signal Battery Backup Systems with the following specifications. Product quoted **MUST** be Tesco brand, in order to operate functionally with current system requirements.

On average the City generally purchases approximately four (4) Tesco brand 2000VA Traffic Signal Battery Backup Systems and Batteries per year. This is only an estimate and does not guarantee a minimum order for the vendor under this contract.

3.1. TESCO BRAND 2000VA TRAFFIC SIGNAL BATTERY BACKUP SYSTEM (BBS) SPECIFICATIONS

3.1.1. ENCLOSURE SPECIFICATIONS

Aluminum anodized paint weatherproof enclosure shall house BBS and batteries. Enclosure shall be TIG welded construction with welding materials specifically designed for the material to be welded. Enclosure shall have fully framed side hinged outer doors with swaged close tolerance sides for flush fit with drip lip and closed cell neoprene flange compressed gaskets. Front door shall incorporate a full-length piano hinge, pad-lockable draw latch (center area on door-latch side), and a pad lockable welded-in place vandal-proof tab, rated at 2000 lbs. There shall be no exposed nut, bolts, screws, rivets or other fasteners on the exterior of the enclosure. Maximum cabinet dimensions 46" H x 20" W x 10.25" D. Weight 300 lbs with batteries. BBS shall be mounted in an interior tilt out housing with 800 lb rated stops. Battery connectors shall be Anderson Connectors with silver plated contacts. Batteries shall be installed in fixed position framed shelves for seismic safety and be readily accessible for maintenance. Batteries shall be mounted allowing airflow front and back. Enclosure can include two transfer bypass switches, one for BBS bypass the second for auxiliary generator (optional). All switches must be panel mounted on interior dead front panel board. UV resistant plastic laminated nameplates shall identify all controls and major components. A plastic covered wiring diagram will be attached to the inside of the front door. All components shall be factory wired and conform to required

NEMA, NEC, and UL standards. A chassis ground point shall be provided. Panel shall be UL 508 Industrial Control Panel rated. Panel shall be the City-approved model number 22-000.

3.1.2. BBS PANEL MINIMUM FEATURES

- System shall provide 700 watts of full control run time for two (2) hours. In addition the system shall provide six (6) to eight (8) hours of flash.
- BBS bypass and BBS isolation switch.
- Deadfront safety panel board with all switches and plugs pre-wired with phenolic nameplates.
- All nameplates shall be phenolic engraved type.
- All wire terminating lugs shall be full wrap around type.
- All batteries shall be captive spaced from external captive sides in earthquake proof shelving.
- Cabinet ventilation shall be by (qty. 2) 4" x 1/4" louvers top and bottom with encapsulated bug screens, cleanable filters and a 100cfm fan to completely exchange air 25 time minimum per minute.
- All DC terminals and connections shall incorporate safety covers such that the safety covers are in place for every normal maintenance mode.
- Event Counters & Total Run Time Counter.

3.1.3. BBS UNIT MINIMUM SPECIFICATIONS

BBS unit shall provide a true sine-wave output with minimum 2000 Volt-Amp continuous capacity. BBS must provide for utility service isolation when in operation. The minimum rating for wattage output will be 1200 watts. The BBS shall be capable of running an intersection with LED lights (for Run Time consult manufacturer). The unit shall operate off-line, with transfer time of 2-4 ms or less, with battery condition indicator, with automatic test provisions, and with hot-swappable batteries (all batteries in system). BBS will automatically recharge batteries from full discharge to 90% capacity within 8 hours. BBS will provide on-line operation for a minimum input of 90 to 150 VAC, provide full load output of 120VAC – 10% / +4% at 60 Hz +/- 0.05% over a temperature range of -37° C (-34.6° F) (optional adder) to +74° C (165.2° F) and conform to and be based on a UL Approved Design.

For safety and maintenance the inverter shall not exceed 40 pounds. The BBS unit will be delivered with maintenance manuals.

3.1.4. BBS UNIT MINIMUM FEATURES

- 2KVA 1200 Watts, with quick make/break connectors and plugs. (Systems requiring hard wiring termination to/from the inverter are unacceptable).
- Surge energy - Per IEEE 62.41 (formerly IEEE 587)
- Common mode clamping 0 ns < 5ns typical UL 1449
- Conditioned power – Computer quality
- Transient lighting protection – Per IEEE 62.41 (formerly IEEE 587)
- Transfer to battery time – 2-4 ms
- Retransfer to utility – 2-4 ms
- Each battery shall be 24 volts @ 18 AH with heavy duty Anderson plugs connections to the BBS for greater system reliability and ease of maintenance. Series wiring is unacceptable.
- Fan cooling shall be fused for locked rotor current.

- Cooling air shall be ducted to cool the front and back of each battery with air space on all four sides and top of battery.
- Inverter covers shall be 60% open on both sides to diminish the environmental effects of extreme temperatures.
- Includes USB & RS232, DB9 Computer Interface Ports.
- Low voltage safety design at 24V DC. (Higher voltage DC systems are unacceptable).

3.1.5. BBS COMMUNICATIONS MODULE

All inverter connections shall be made without the use of tools. This includes: A/C-Input, A/C-Output, Normally-Open, and Normally-Closed programmable contacts.

Smart Slot Relay I/O Module;

Input #1	Turn the BBS on.
Input #2	Turn the BBS off.
Input #3	Start the BBS self-test.
Input #4	Shut down the BBS (when on battery).
Output #1	The BBS is on-battery (during a power failure, self-test or run time calibration).
Output #2	BBS has a low battery – Programmable.
Output #3	The protected load is not receiving power from the BBS.
Output #4	Replace the BBS batteries.
Output #5	The BBS is overloaded.
Output #6	Any BBS fault or self-test failure.

3.1.6. ENCLOSURE TEMPERATURE COMPENSATION

Operating temperature shall be a minimum -37° C (-34.6° F) to +74° C (165.2° F).

3.1.7. POWER SYSTEM ANALYZER & CONFLICT RESOLUTION MODULE

The inverter incorporates an integrated power system analyzer and conflict resolution system. The analyzer will evaluate and make limited adjustments to the incoming utility power and will automatically transfer load to the battery back-up power if utility power is lost. When utility power becomes available, the BBS will analyze the power to verify stability and return to normal operation. The system provides automatic BBS failure detection and automatically isolates the failed BBS and locks the unit on to utility power. Once the failure has been corrected, the system will return to normal operation.

3.1.8. TRIPLE BYPASS SYSTEM FOR OFFLINE BBS

1. Power Analyzer with Conflict Monitor Isolation and Transfer Module.
2. PCM – Power Conflict Monitor. The PCM is a totally redundant failsafe system. It monitors load bus power available continuously. If load bus power fails for 5ms the PCM will transfer and isolate the BBS and guarantee that commercial power will be locked on.
3. Timer – Redundant 5 ms delay and hard transfer to utility power.
4. The outboard Transfer Switch shall not interrupt the normal controller function. Transfer time shall be 2ms.
5. Onboard I/O module will execute lockout of battery back-up system upon detection of any inverter BBS fault. If BBS resets itself, it will automatically be available for backup.
6. ON Inverter to timed relay for Full Time control of Output, 0 to 10 hours.

3.1.9. HOT-SWAPPABLE BATTERY REPLACEMENT

System must have hot-swappable battery replacement system to allow safe and easy replacement of batteries while the system is up and running without any downtime.

3.2. TESCO BRAND 2000VA TRAFFIC SIGNAL BATTERY BACKUP SYSTEM BATTERIES

Batteries shall be maintenance-free, type AGM/VRLA (Absorbed Glass Mat / Valve Regulated Lead Acid). Batteries shall be independently pre-wired and individually fused. Batteries shall be furnished with heavy-duty 50 amp rated silver-plated Anderson Connectors. 100 Amp internal fuse by Battery supplier. Batteries shall be lightweight for personnel safety and protection plus ease of installation and maintenance. Batteries with a weight of over 26 lbs are not acceptable.

Vendor shall provide price for unit separate from batteries on the Bid Form (Attachment F). Batteries will be ordered on an as-needed basis and will not be stocked at the City's Central Stores Warehouse. Batteries MUST be received within thirty-six (36) hours from the time the order is placed or liquidated damages may be assessed. No additional shipping cost shall be added—this shall be included in the price of the battery on the Bid Form (Attachment F). Vendor shall also include a statement on any warranties on expiration of batteries that are delivered.

3.2.1. BATTERY CHARGER

Shall charge from shut off discharge to 90% fully charged in less than eight (8) hours. The battery charger shall utilize Advanced Battery Management to extend battery life.

3.2.2. ADVANCED BATTERY MANAGEMENT

Protection at the cellular level means longer battery life – Improved reliability results from a precision battery charging system, and automatic true-load battery tests. Redundant overcharge protection contributes to longer battery life. Undervoltage Boost and Overvoltage Buck regulates under and over voltages without switching to battery.

Battery Replacement Warning prevents downtime – The Inverter is capable of performing a self-test every two (2) weeks. This ensures that you will be alerted to degrading batteries before they wear out. Through software, or the push of a button, self-tests may be performed at anytime. Faster Recharge Time – The inverter battery charging systems are microprocessor controlled to precisely charge batteries in less time than legacy BBS systems. This makes the system available more quickly for subsequent power disturbance.

3.3. WARRANTY

Vendors shall provide a two (2) year factory-replacement parts warranty on the BBS. Batteries shall be warranted for full replacement for two (2) years. The warranty shall be included in the total bid price of the BBS.

3.4. DELIVERY OF UNITS

All deliveries shall be made to the City of Harrisonburg Central Stores Warehouse, located at 2111 Beery Road, Harrisonburg, VA 22801. Hours of operation are Monday through Friday from 7:30am to 3:30pm, with the exception of City holidays (<http://www.harrisonburgva.gov/city-holidays>). All

deliveries shall give a minimum of forty-eight (48) hour notice to the Contract Administrator by calling 540-437-4400.

Vendor shall list their anticipated lead time for the BBS in *Attachment F*. The City will not accept more than thirty (30) calendar days after receipt of order (ARO) for delivery. The successful bidder will be held strictly to the lead time stated in the bid document and delivery after this date may incur liquidated damages. The initial purchase of eight (8) units shall be delivered all at one time. All subsequent orders during this contract shall be negotiated at the time the order is placed.

All product delivered will be FOB destination. Price provided in the vendor's response to this bid shall include delivery cost of units. No additional delivery cost shall be added. BBS shall be priced separate from the battery. Vendor shall reference *Section 3.2* for further information on the pricing and delivery of batteries.

3.5. LIQUIDATED DAMAGES

Due to the timeline and nature of the City's Traffic Signal Uninterrupted Power Supply Project, it is imperative that the devices purchased through this bid arrive in a timely manner. The successful bidder will be held strictly to the lead time stated in the bid document in *Attachment F* as well as the guaranteed battery lead time listed above in *Section 3.2*.

Should seller breach its obligation to deliver goods in accordance with the schedule provided for in this contract, the City shall have the option to recover 2% of total bid cost per day for each day of delay as liquidated damages. Inclement weather and other acts of God will be taken into consideration.

4.0 PRE-BID MEETING

No pre-bid meeting will be held for this solicitation.

5.0 GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016)

Bidders shall review and take into consideration all aspects of the City's General Terms and Conditions listed in Attachment A.

6.0 INSTRUCTIONS TO BIDDERS

All bids must be in an opaque, sealed envelope or box and clearly marked: "**Sealed Bid: Tesco Signal Backup Systems & Batteries ITB#: 2016043-CS-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 409 South Main Street, Third Floor, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm, except City holidays (www.harrisonburgva.gov/city-holidays). Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **May 12, 2016 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.

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

If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.

7.0 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 (540-432-7779). 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 **May 5, 2016 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.

8.0 AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder meeting the applicable specifications. 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 (540-432-7779) within fourteen (14) calendar days of contract award.

Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.

9.0 CONTRACT TERM

The contract term will commence on the date the award is made, and will extend for one (1) calendar year from the date of the award. There will be an option to renew the contract for four (4) additional, one (1) year terms. The contract period, with renewals, shall not extend past five (5) calendar years from the date the award is made.

9.1. PRICE ADJUSTMENTS

The City of Harrisonburg will guarantee an initial, immediate purchase of eight (8) units, as specified in *Section 3.0* above. Vendor must hold firm pricing quoted for the initial term of the contract (1 year).

At least 45 calendar days before the end of the initial term of the contract, Contractor may propose rate increases by written notice to the Contract Administrator. All requests for rate increase must be accompanied by documentation and justification for the requested price increase, showing a detailed breakdown of the Contractor's costs upon request. Consideration of the vendor's requests for adjustments in pricing will be at the sole discretion of the City. The Contract Administrator may consider price adjustments, when determining whether to renew this contract.

All price increases must have supporting documentation sufficient to justify the requested increase. Base documentation on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The Contractor will receive written approval from the Contract Administrator of any price adjustment and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments shall remain unchanged for at least one (1) year thereafter.

The City will not be bound by invoice prices that are higher than those in the contract, unless the City has accepted the higher price and amended the contract. The Contractor will correct any incorrect invoice pricing.

ATTACHMENT A.

GENERAL TERMS AND CONDITIONS OF THE CITY OF HARRISONBURG, VA

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the City of Harrisonburg unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the City is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the City, the VPPA Virginia Code sections take precedence.

TABLE OF CONTENTS

DEFINITIONS	CONTRACT PROVISIONS
CONDITIONS OF BIDDING	Anti-Discrimination
Bid Price Currency	Antitrust
Bid/Proposal Acceptance Period	Applicable Laws & Courts
Cancellation of Solicitations	Assignment of Contract
City Hall Closure	Changes to the Contract
Clarifications of Terms	Contract Execution
Conflict of Interest/Collusion	Contractual Disputes
Debarment Status	Cooperative Procurement
Discrimination Prohibited	Default
Errors in Bids	Drug-Free Workplace
Ethics in Public Contracting	Immigration Reform & Control Act of 1986
Excusable Delay	Indemnification
Licenses, Permits & Fees	Insurance
Mandatory Use of City Forms & T&C for ITB's & RFP's	Liability & Litigation
Modification & Withdrawal of Bids/Proposals	Non-Discrimination of Contractors
Public Inspection of Certain Records	Payment
Revisions to the Official ITB/RFP	Safety & OSHA Standards
Taxes	State Corporation Commission (SCC) ID Number
	Termination
AWARD	SPECIFICATIONS
Contract Award	Condition of Items
Negotiation with the Lowest Bidder	Formal Specifications
Precedence of Terms	Use of Brand Names
Qualifications of Bidders/Offerors	
Selection Process/Award	DELIVERY
	Defects or Improprieties
	Testing & Inspection
	Transportation & Packaging

DEFINITIONS

- ADDENDUM/ADDENDA:** Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.
- BID:** The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.
- COLLUSION:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.
- CONFLICT OF INTEREST:** An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.
- CONTRACTOR:** The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.
- CITY or OWNER:** City of Harrisonburg, Virginia.
- DAY(S):** Defined as calendar days unless otherwise specified as business days.
- INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- INVITATION TO BID (ITB):** A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia). **2.2-4301**

PROPOSAL: The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

PURCHASING AGENT: The individual employed and given authority by the Harrisonburg City Council by adoption of the City of Harrisonburg Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.

REQUEST FOR PROPOSAL (RFP): A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

SOLICITATION: A formal document issued by the City with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.

SWAM: Small, Women, and Minority-owned businesses.

SUBCONTRACTOR: A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

CONDITIONS OF BIDDING

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

BID/PROPOSAL ACCEPTANCE PERIOD: Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

CANCELLATION OF SOLICITATIONS: **2.2-4319** An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

CITY HALL CLOSURE: If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the City, at the original scheduled hour.

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 identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

CONFLICT OF INTEREST/COLLUSION: Contractor certifies by signing their bid/proposal submission to the City, that no conflict of interest or collusion exists between the Contractor and City that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the City.

DEBARMENT STATUS: By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia.

DISCRIMINATION PROHIBITED: **2.2-4310** In the solicitation or awarding of a contract the City shall not discriminate against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of SWAM and Veteran-Owned businesses (as defined in 2.2-4310(F) in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of SWAM/Veteran-Owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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 unusually 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.

LICENSES, 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. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the City a copy of their City Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of the Revenue's office at 540-432-7704. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/proposal which has been modified. As a precondition to its acceptance of an ITB response, 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 to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.
8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342 Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. The official solicitation document and the Addenda(um) are the documents posted on the City of Harrisonburg's web site, www.harrisonburgva.gov/bids-proposals. 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 bidder/offeror by the City of Harrisonburg.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The City may also be exempt from other taxes and fees.

AWARD

CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The City reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The City's decision shall be final. The City reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the City to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4**.

The City reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the City to be in its best interest.

NEGOTIATION WITH THE LOWEST BIDDER: 2.2-4318 Unless all bids are canceled or rejected, the City reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds for the project. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

PRECEDENCE of TERMS: General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any Federal, Special, Standard, or Supplementary Terms and Conditions in this solicitation, the Federal, Special, Standard, or Supplementary Terms and Conditions shall apply.

QUALIFICATIONS of BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the responsibility and 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.

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing office will publicly post such notice and/or will notify all responsive bidders/offerors. The City posts all Notice of Awards on its website at www.harrisonburgva.gov/bids-proposals-award-notifications and also on eVA at www.eva.virginia.gov.

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 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.

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.
2. 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.

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.

APPLICABLE LAWS and COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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 by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer). **2.2-4309**
3. The Procurement Manager (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 unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, 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. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes

Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

CONTRACT EXECUTION: Per City Code (Sec 3-1-2, 3-1-1), the City Manager and the Deputy City Manager shall have authority to execute all contracts and agreements on behalf of the City except as otherwise directed by the Harrisonburg City Council in specific instances.

CONTRACTUAL DISPUTES: Contractual claim procedures shall be as per Code of VA **2.2-4363**.

COOPERATIVE PROCUREMENT: **2.2-4304** Except as prohibited by the current Code of Virginia 2.2-4304, all resultant contracts will be extended, with the authorization of the contractor, to other public bodies to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The City acts only as the "Contracting Officer" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. The City shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

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 items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: **2.2-4312** 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.

IMMIGRATION REFORM and CONTROL ACT OF 1986: **2.2-4311.1** 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.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. 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/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.

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.

NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PAYMENT: 2.2-4352 – 2.2-4354

1. **To Prime Contractor:**

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. 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.

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. 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. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

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 charges are not reasonable, the City shall promptly notify the contractor, in writing, 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 (**2.2.4363**).

2. **To Subcontractors:**

A contractor awarded a contract under this solicitation is hereby obligated 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;

Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. 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. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia **2.2-4311.2** subsection B, a bidder/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/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any

bidder/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/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

TERMINATION: Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) 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.

SPECIFICATIONS

CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

USE OF BRAND NAMES: 2.2-4315 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. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

DEFECTS OR IMPROPRIETIES: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the City shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

TESTING AND INSPECTION: 2.2-4302.1 The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the City, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the City.

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. 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.



ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Name of Firm/Bidder: _____

Trade secrets or proprietary information submitted by a Bidder 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 bid 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 bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder refuses to withdraw such a classification designation, the Bid will be rejected.

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

Check this box if there are none.

Note: If proprietary/confidential information is identified, Bidder is required to submit a redacted copy of their bid in addition to the required number of bid copies requested.

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



ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

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

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

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

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

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

****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 City 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 D. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidder’s corporation with authority to sign on its behalf;
- (2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____,
STATE OF _____, to wit:

I, _____, a Notary Public, do certify

that _____ whose name is signed to

the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20__.

My Commission expires _____.

Notary Public

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



**ATTACHMENT E. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT
ITB**

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

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

dated: _____

If applicable, any Official City Addenda:

#1, dated: _____

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

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

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

By: _____

By: _____

Title: _____

Title: _____

****Note: This form is just for reference and is NOT required to be submitted with your bid submission.***



ATTACHMENT F. BID FORM

SECTION I. PRICING INFORMATION

Table with 4 columns: Product, Unit, C/S Inventory #, Unit Price (Delivery to Central Stores). Rows include Tesco brand Traffic Signal Backup Systems WITHOUT Battery and Battery.

Unit Price in Written Format (Unit w/o Battery): Unit Price in Written Format (Battery Only):

SECTION II. LEAD TIMES

Guaranteed Lead Time on BBS Units only* (from time of order):
*Per Section 3.4 BBS units are to be delivered within a minimum of thirty (30) calendar days from time of order.
Guaranteed Lead Time on Batteries only ** (from time of order):
**Per Section 3.2 Batteries are to be delivered within a minimum of thirty-six (36) hours from time of order.

SECTION III. WARRANTIES

Warranties on expiration of batteries delivered***:
***Per Section 3.2 Vendor shall also include a statement on any warranties on expiration of batteries that are delivered.

Bidder agrees to provide all products/equipment at the price and lead time provided above. Bidder further certifies that product priced is Tesco brand, as required and specified within the ITB document.

Signature of Authorized Bidder

Date

Printed Name of Authorized Bidder

Company Name

Title

Company Address

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

