

Table of Contents

1.0	INTRODUCTION	2
2.0	BACKGROUND	2
3.0	SPECIFICATIONS.....	2
3.1.	SCOPE OF WORK.....	2
3.2.	WORK AREA	2
3.3.	MATERIAL & APPLIANCES.....	2
3.4.	ORDER OF COMPLETION	3
3.5.	RESPONSIBILITY FOR WORK.....	3
3.6.	ACCESS TO WORK SITE.....	3
3.7.	WORK SITE CONDITIONS/DISCREPANCIES.....	3
3.8.	CLEANING UP	3
3.9.	PAYMENT TERMS.....	3
3.10.	SUBCONTRACTING	4
3.11.	WARRANTY TERMS	4
3.12.	ROOF LOAD CERTIFICATION LETTER	4
4.0	MANDATORY PRE-BID MEETING	4
5.0	GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016).....	4
6.0	INSTRUCTIONS TO BIDDERS	4
7.0	QUESTIONS	5
8.0	AWARD OF CONTRACT.....	5
9.0	CONTRACT TERM.....	5
ATTACHMENT A.	GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016).....	6
ATTACHMENT B.	PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM.....	14
ATTACHMENT C.	STATE CORPORATION COMMISSION (SCC) FORM.....	15
ATTACHMENT D.	NON-COLLUSION AFFIDAVIT	16
ATTACHMENT E.	CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT ITB	17
ATTACHMENT F.	EXCEPTIONS TO SPECIFICATIONS FORM.....	18
ATTACHMENT G.	BID FORM	19
ATTACHMENT H.	INSURANCE REQUIREMENTS FORM.....	20
ATTACHMENT I.	REFERENCES LIST	21
ATTACHMENT J.	ROOF LOAD CERTIFICATION LETTER.....	22

1.0 INTRODUCTION

The purpose of this Invitation to Bid (ITB) by the City of Harrisonburg, Virginia (City) is to solicit sealed bids from skilled and experienced roofing contractors (Bidder) to provide new roof installation at the City's Department of Public Utilities building, located at 2155 Beery Road, Harrisonburg, Virginia 22801.

2.0 BACKGROUND

The City of Harrisonburg is an independent city located in the central Shenandoah Valley region of Virginia. It is the county seat of Rockingham County and encompasses 17.3 square miles, serving a population of approximately 53,000. Harrisonburg is located right along Interstate 81 and is only two hours away from both Richmond, Virginia and Washington, D.C. Harrisonburg is home to two university campuses – James Madison University and Eastern Mennonite University – as well as numerous other businesses, non-profit organizations and a vibrant downtown. The City Manager oversees the delivery of public services through the city departments. The City of Harrisonburg manages a workforce of approximately 790 employees responsible for providing government services to our citizens. Each city department then has a role in how services are provided to the citizens.

The Department of Public Utilities is responsible for providing water and sewer services to residences and businesses in the City of Harrisonburg and some in neighboring Rockingham County. Currently, this department manages approximately 16,000 accounts. This department not only provides water for drinking, bathing, cleaning, recreational use, industrial supply, and fire protection but also provides waste disposal in the form of sewer services. More than 50 employees work for the Department of Public Utilities to answer questions, respond to emergency situations, and provide services to both current and prospective customers.

3.0 SPECIFICATIONS

3.1. SCOPE OF WORK

- Existing metal roof to remain
- Install/Mechanically Attach white 60 mil thick scrim-reinforced Thermoplastic Polyolefin (TPO) membrane and extend up parapet walls that butt to existing metal cap
- Install flute fillers and polystyrene between existing metal roof panels for insulation
- Cover all fiberglass skylights with minimum 5/8" plywood under new insulation and membrane
- Install and cover termination bar below existing metal cap
- Seal all gutter joints and outlets
- Install flashing for all vent pipes, vent curbs and below existing metal cap
- Provide minimum 15 year manufacturer's warranty
- Provide guidelines and specifications for roof system being installed
- Contractor required to submit all City applicable building permits with City Building Official at the City Community Development Department prior to construction.

3.2. WORK AREA

The work area is estimated to be just less than 15,000 square feet of metal panel roofing, with the area broken up into two (2) different height elevations. The existing roof has a predominant pitch of 0/12 and some areas having a pitch of 3/12 or greater. Bidders are to confirm all work area measurements during mandatory pre-bid meeting.

3.3. MATERIAL & APPLIANCES

Unless otherwise stipulated, the contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities of a quantity and quality necessary for the execution and completion of the Work. The contractor shall, if required, furnish satisfactory evidence as

to the kind and quality of materials. The contractor shall promptly notify in writing the Contract Administrator if any change in materials as specified is contemplated or proposed. Any such proposed change shall be promptly investigated, and if found to be necessary and/or acceptable, the contract shall be formally modified. Any change in materials shall be made at the contractor's own risk unless approved as prescribed above.

3.4. ORDER OF COMPLETION

The contractor shall submit, no later than five (5) days after the award of contract, a schedule which shall show the order (and value of) in which the contractor proposes to carry on the Work, with estimated dates of completion.

3.5. RESPONSIBILITY FOR WORK

The contractor assumes full responsibility for the Work until final acceptance. The contractor shall be responsible for damage to or destruction of the Work caused by the negligence of the contractor, or any other party under the control and supervision of the contractor. Contractor agrees to make no claims against the City for damages for the Work from any cause except negligence or willful acts of the City, improper or faulty design, acts of any enemy, or acts of war. Additional insurance requirements may be found in *Attachment D*.

3.6. ACCESS TO WORK SITE

The City shall provide access to the site upon which the Work under this contract is to be done, and to such other areas which are designated for use by the contractor. Access to site shall be Monday through Friday, 7:00am through 5:00pm local time. Other times may be negotiated with a minimum of one (1) week advance notice to the Contract Administrator. The contractor shall provide at his own expense and without liability to the City any additional land and access thereto that may be required for temporary facilities, or for storage of materials.

3.7. WORK SITE CONDITIONS/DISCREPANCIES

The contractor, by careful examination, shall satisfy himself as to the nature and location of the Work, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this contract.

3.8. CLEANING UP

The contractor shall remove at his own expense from the work site and from all public and private property all temporary storage structures, rubbish, and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to the contractor by the Contract Administrator where such disposal is in accordance with local ordinances.

3.9. PAYMENT TERMS

Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Contract Administrator will promptly make such inspection, and when he finds the work acceptable under the contract and the contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of Work with specified amounts for each incomplete or defective item or work, is due and payable. The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the contract as modified by any change orders agreed to by the parties so that the City can occupy the

project or specified area of the project for the use for which it is intended (estimated to be around 95% complete or greater). The final payment will not be issued until the City Building Official approves the final inspection application.

3.10. SUBCONTRACTING

No subcontracting shall be allowed for this solicitation.

3.11. WARRANTY TERMS

Contractor shall provide with their bid submission, all information on warranties of product. Warranty on workmanship shall be held for a minimum of two (2) calendar years from date of project completion. Any warranty on workmanship past this time period or other warranties that will be included in the project shall be included with the bid submission.

3.12. ROOF LOAD CERTIFICATION LETTER

The roof load certification letter is provided as Attachment J.

3.13. CONTRACTOR'S REGISTRATION

Bidders' attention is invited to the requirements of Chapter 11 of the Code of Virginia pertaining to registration. The Commonwealth of Virginia Contractor Registration Class and Number are required to be submitted with the bid response. This information shall be completed on the Bid Form.

4.0 MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on **June 6, 2016 at 3:00pm local time** at the Department of Public Utilities, 2155 Beery Road, Harrisonburg, Virginia 22801. A representative from every interested contractor intending to submit a bid to this ITB must be in attendance for the entire meeting. Site tours will be held as well as discussion of the schedule for the repair and further details on the Scope of Work to be performed. Any contractor that wishes to view the roof site will be allowed to do so after signing a waiver. A list of questions and answers will be generated from the meeting and posted as an addendum on the City's website (www.harrisonburgva.gov/bids-proposals) and also on eVA (www.eva.virginia.gov).

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: Roofing ITB#: 2016015-PU-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 **June 16, 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, CPPB, 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 **June 9, 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. In addition to cost, City may take into account Bidder's references as well as their anticipated start date and schedule. 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 subsequent contract will begin on the Notice of Award date. Work shall be completed in a timely manner and estimated time to completion shall be listed in the Bidder's bid submission document. The City reserves the right to purchase additional related products or services from the Contractor up to one (1) year from the date of the Notice of Award.

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
AWARD	Termination
Contract Award	SPECIFICATIONS
Negotiation with the Lowest Bidder	Condition of Items
Precedence of Terms	Formal Specifications
Qualifications of Bidders/Offerors	Use of Brand Names
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. EXCEPTIONS TO SPECIFICATIONS FORM

Any bidder submitting a product with an exception to the specification(s) as written in this ITB shall clearly identify the exception and provide explanation below. No response below and/or non-submission of this form in the bid response shall be understood to mean "No Exceptions to Specifications."

Specification Reference

Explain the Exception

Horizontal lines for specification reference input.

Horizontal lines for explaining the exception input.

Check this box if there are none.

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



ATTACHMENT G. BID FORM

Bid of _____ (Hereinafter called "Bidder"), organized and existing under the laws of the State of Virginia as a business herein makes a proposal to the City of Harrisonburg as stated below:

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder agrees to provide all equipment and labor at the total price below.

<p>BID AMOUNT (Numerical Format): \$ _____</p> <p>BID AMOUNT (Written Format): _____</p>
--

<p>ANTICIPATED START DATE OF PROJECT: _____</p> <p><i>*Note: Attach estimated project schedule to the bid submission.</i></p> <p>ANTICIPATED COMPLETION DATE OF PROJECT: _____</p>
--

By signing below, I affirm that all product(s) priced above meet or exceed the minimum specifications required and specified within the ITB document.

Signature of Authorized Bidder

Date

Printed Name of Authorized Bidder

Company Name

Title

Company Address

Virginia Contractor Registration Class

Virginia Contractor Registration Number

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



ATTACHMENT H. 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.***



ATTACHMENT I. REFERENCES LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #2

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #3

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

Reference #4

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

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

ATTACHMENT J.



MILLER CUPP ASSOCIATES
ARCHITECTS, P.C.

1951 EVELYN BYRD AVE.
SUITE A
HARRISONBURG, VA 22801
TELEPHONE (540) 434-6044
FAX (540) 434-1142

August 6, 2015

City of Harrisonburg
Department of Public Works
Water & Sewer Department
Attn: Mr. Ed Roach
2155 Beery Road
Harrisonburg, VA 22801

Re: Existing Building Design Criteria

Dear Ed:

In response to your request, I have reviewed all information available relative to the existing building that houses the City Water & Sewer Department on Beery Road and the associated structural design criteria. A brief summary of the historical background and a summary of roof load capacity are as follows:

Background

The original building was designed by (my "predecessor") Dwight Miller, Architect in 1990 and built by J. B. Wine & Son of Staunton. The plans consisted of an 8,000 s.f. warehouse and a 4,000 s.f. office section. Soon after the project began, the project was amended to add an 800 s.f. expansion onto the office portion of the building.

In 1991, a 1,600 s.f. addition was added to the west side of the office portion of the building, and was finished out in 1992.

An addition designed by Miller Cupp Associates and under my seal was added to the rear of the warehouse in 2005 which added 2,000 s.f.

Other renovations have occurred over the years; however, the additions noted above are the projects that added enclosed space and are pertinent to the roof design criteria.

Roof Load Capacities

The original building, the 800 s.f. office addition, and the 1991 office addition were all designed under the 1987 BOCA code for the following design criteria:

Roof live load -	30 PSF
Ground Snow-	30 PSF
@ .7 factor =	21 PSF Roof Snow
Wind Load -	20 PSF (or approximately 80 MPH wind)

The 2005 warehouse addition was designed under the IBC 2000 code for the following design criteria:

Roof live load -	30 PSF
Ground Snow -	35 PSF
and reduced to -	22.1 PSF Roof Snow
Wind speed -	90 MPH

Summary

All portions of the building are designed for 30 PSF roof live loads. Although the roof snow load capacities were reduced by code-allowed modification factors, the snow load allowances would be unaffected by any likely reduction in the live load due to roof modifications. In other words, only a major change in weight added to the roof envelope would compromise the existing snow load capacity of the existing roof.

I have attached several documents that confirm the history and design criteria discussed.

If you have any questions in regard to this, please do not hesitate to let me know.

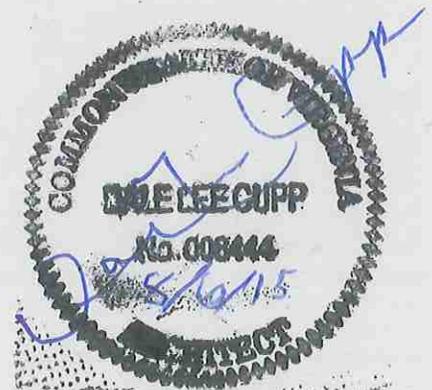
Sincerely,



Dale Lee Cupp, A.I.A., Architect

DLC/swm

Attachments: 1990 Project Specifications – Related Information
2005 Metal Building Manufacturer Information





P. O. Box 94910
Oklahoma City, OK 73143-4910
405-636-2010
FAX 405-636-2419

April 13, 2005

LANTZ CONSTRUCTION COMPANY
PO BOX 515
BROADWAY, VA 22815-0515

Subject: CITY OF HARRISONBURG
HARRISONBURG, VA
(A) SRLO 80'-0" x 25'-0" x 20'-4" Is
25'-0", Bay Spacings
Star Job Number 11-B-20366

Gentlemen:

This is to certify that materials for the subject structure have been designed in accordance with the order documents, specifically as shown per the attached Engineering Design Criteria Sheet.

Aspects of code compliance as related to use or occupancy, such as sprinkler requirements, are not addressed by these documents.

The materials for this building have been designed in general accordance with the 9th edition, AISC Steel Construction Manual and 1996 AISI Cold Formed Steel Design Manual with 1999 addendum.

Star Building Systems is certified by AISC in Category MB. These structural components have been designed at the Oklahoma City, OK, facility and will be fabricated at one or more of the following AISC certified locations: Monticello, IA; Lockeford, CA; or Elizabethton, TN.

These materials, when properly erected on an adequate foundation in accordance with the erection drawings as supplied and using the components as furnished, will meet the attached loading requirements without exceeding the allowable working stress.

This certification does not cover field modifications or the design of materials not furnished by Star Building Systems.

The attached calculations are to remain with and form part of this Letter of Certification.

The undersigned is not the engineer of record for the overall project.

Cordially,

STAR BUILDING SYSTEMS
Materials for Metal Buildings
a Robertson Ceco Company
Dennis F. Watson
06326
Dennis F. Watson, P.E.
Director of Engineering
PROFESSIONAL ENGINEER
11/306

/td



Star Building Systems
Engineering Services
Design Criteria

Job Number: 11-B- 20366

Building Code IBC 2000
Building End Use Government
Classification of Building Standard
Category I

Impact Loads None

Dead Load (Star material) 2.9 psf
(Average weight of panels + purlins)

Collateral Loads 0.0 psf (total)
Sprinkler 0.0 psf
Ceiling (non-plaster) 0.0 psf
Lights 0.0 psf
Other 0.0 psf

Fixed Service Equipment None
Designed Roof Live Load 30.0 psf (Purlins)
Column Lines 1 30.0 psf (Frames)

Ground Snow Load 35.0 psf
Snow Exposure Factor 1.0 Fully Exposed
Thermal Factor 1.0 Heated
Importance Factor, Snow 1.0
Roof Snow Load 22.1 psf
Slope Factor 1.0
Sloped Roof Snow Load 22.1 psf

Mezzanine Dead Load 65.0 psf
Mezzanine Live Load 125.0 psf

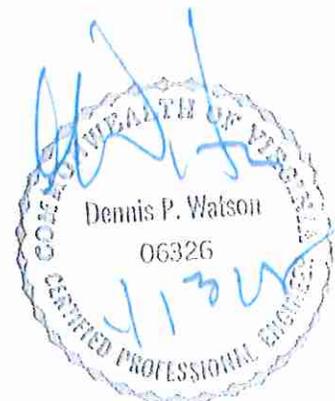
Wind Speed 90.0 mph, 3 second gust
Importance Factor, Wind 1
Wind Exposure c
Building Designed Enclosed
Internal Pressure Coefficients 0.18 +/- GCpi

Seismic Acceleration Values
Ss = 25.00% Gravity
S1 = 9.00% Gravity

Soil Site Class D

Seismic Design Parameters
Sds = 0.27
Sd1 = 0.14

Seismic Design Category C



"Bracing size" as noted on Engineering documents and Erection drawings denotes thread diameter for rod bracing and wire strand cable diameter for wire strand cable bracing.

All bolted joints with A325 Type 1 bolts are specified as snug-tightened joints in accordance with the "Specification for Structural Joints Using ASTM A325 or A490 Bolts, June 23, 2000". Pretensioning methods, including turn-of-nut and calibrated wrench are NOT required.

The application of mezzanine loads different from those described in the design criteria could void warranties and certifications as they apply to the material supplied by Star.

The material supplied by Star has been designed to support the dead and live loads from mezzanine framing supplied by others. The connection of the mezzanine framing to Star's material is Not by Star. The design of Star's material is contingent on the use of Type II framing (simple span beams) between the mezzanine beams and Star's columns.

All longitudinal mezzanine loads are to be resisted by existing building not by Star.

The roof purlins are to attach to a tie-in channel on EWD. Tie-in channel will tie to purlins in existing building. Existing building purlins are 5' on center. Maximum gravity load applied to each existing purlin is 2.75 kips. Maximum uplift load applied to each existing purlin is 2.60 kips. These purlins shall be anchored to resist all gravity and uplift forces. Builder to verify that existing purlins can support load with 7" eccentricity from tie-in channel to existing purlins. (tie-in not by Star.)

SPECIFICATIONS

FOR

BUILDING FACILITY FOR THE
HARRISONBURG WATER AND SEWER DEPARTMENT
HARRISONBURG, VIRGINIA

DWIGHT E. MILLER, A.I.A., ARCHITECT
159 SOUTH HIGH STREET
HARRISONBURG, VIRGINIA 22801
TELEPHONE: (703) 434-6044

M.E.I. ENGINEERING, INC.
122 SOUTH MAIN STREET, ROOM 302
HARRISONBURG, VIRGINIA 22801
TELEPHONE: (703) 432-6272

MAY 10, 1990

SET NO. _____

DIVISION 13 SPECIAL CONSTRUCTION

13121 PREENGINEERED BUILDINGS

A. General

(a) Provide a preengineered metal building as indicated on Drawings. Building : rigid frame clear span with tapered columns and rafters, and straight columned multi-span type. Roof slope : 1 inch vertical in 12 inches horizontal.

(b) Cold-formed secondary structural members : covered with galvanized formed panels.

(c) The building components : consist of all columns, rafters, struts, purlin, girts, connections, bracing, covering, flashing, trim fasteners, accessories and miscellaneous items necessary to make a complete enclosure.

B. Material

(a) Roof and walls : covered with roll formed panels of 26 gage steel with 1.25 oz. zinc coating and factory applied coating. Roof panels : galvalume finish, wall panels : factory applied paint.

(b) Gutters : 26 gage galvanized steel formed box sections. Downspouts : 26 gage galvanized steel formed into a rectangular section. Fascade gutter : 20 gage galvanized 8" deep section with polyester finish.

(c) Miscellaneous roof jacks, curbs and flashing : supplied and installed as required to support and/or seal openings in roof panels for mechanical equipment.

(d) Insulation walls and roof : vinyl-clad fiberglass with thickness indicated on Drawings; .6 p.c.f. density, flame spread less than 25.

(e) Exterior metal hinged and upward acting sectional doors : as scheduled on Drawings and as further specified in 08110 and 08362.

(f) Skylights : nominal 10 feet long or 2 purlin spaces. Outer (weather) surface white, glass fiber reinforced polyester panel shaped to match roof panels and 1" airtight insulating space to form one-piece unit.

(g) End wall framing consists of rake beam, end posts, corner posts of built-up welded sections, cold-formed light gage shapes and/or hot-rolled shapes.

(h) Secondary framing members such as eave members, roof purlins, transbay members, wind struts, wind bracing, wall girts and other miscellaneous framing : built-up welded members, cold-formed light gage shapes, open web members and/or hot-rolled shapes.

(i) Purlins : placed on top of and spanning between bearing primary framing members. Roof panels with insulation : attach to top of purlins.

(j) Girts : placed to span between primary bearing columns in a recessed position to support sidewall panel cover. Insulation : sandwiched between sidewall panel and girt.

(k) Structured steel plate, coils and/or bar stock : based on requirements of ASTM A-529, ASTM A-572 and/or ASTM A-36, modified with minimum yield strength of 42,000 p.s.i.

(l) Cold-formed structural steel : based on requirements of ASTM A-570 and : minimum yield strength of 50,000 p.s.i.

(m) W, M and S shapes, angles, rods, channels and other hot-rolled shapes : based on requirements of ASTM A-529, ASTM A-572 and/or ASTM A-36 as applicable and : minimum yield strengths of 42,000 p.s.i., 42,000 p.s.i. and 36,000 p.s.i., respectively.

(n) Structural bolts and nuts used with primary framing : based on requirements of ASTM A-325. Bolts and nuts used with secondary framing : based on requirements of ASTM A-307.

(o) Covering fasteners : indented head self-drilling screws plated carbon steel, #12-14 by required length with washers on roof fasteners only.

(p) Miscellaneous sealants and mastics and closure strips : best quality available.

C. Erection

(a) Erection shall be accomplished by a trained competent erector having experience in erecting metal buildings.

(b) Erector shall observe and follow recommendations of the Metal Building Manufacturers Association (MBMA) practice and procedures.

(c) All framing shall be erected plumb, level, or aligned not to exceed a deviation of 1:300.

D. Design Criteria

(a) Design live loads : 30 p.s.f. snow load and 20 p.s.f. wind load.

(b) A letter certifying that the building conforms to applicable specifications : submitted to Architect for transmittal to Owner. Letter : signed and sealed by a Virginia registered engineer.

(c) Design calculations, drawings and documents to indicate reactions to foundations : submitted to Architect for approval.

E. Accessories

(a) Framed wall openings : cold-formed light gage material formed to channel shape to receive hollow metal frame. Prefinished flashing and trim cover all framing and surround door frame.

(b) Eave gutters : roll-formed and complete with gutter straps, fasteners and joint sealant. Downspouts : match gutter and wall color in 10 foot lengths of rectangular cross section.

(c) Prefabricated roof penetration flashings : factory fabricated to fit the exact shape of roofing panels.

F. Warranties

(a) Guarantee all building materials, components and accessories of its own manufacturer to be free of defects for a period of three (3) years.

(b) Guarantee all exterior coated finish wall panels to be free of all cracks, chips, blisters, peels, flakes or checks for a period of ten (10) years.

(c) Guarantee all exterior coated color finish for roofs to be free of cracks, chips, blisters, peels, flakes for a period of five (5) years.