



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

**INVITATION TO BID (ITB) COVER PAGE**

<b>ISSUE DATE:</b> November 25, 2015	<b>INVITATION TO BID NUMBER:</b> 2016023-PW-B	<b>FOR:</b> Dump Truck (Re-Bid)
<b>DEPARTMENT:</b> Public Works	<b>DATE/TIME OF CLOSING:</b> December 11, 2015 at 3:00pm local time	<b>CONTRACT ADMINISTRATOR:</b> Mr. Harsit Patel
<b>DATE/TIME LAST DAY FOR QUESTIONS:</b> December 4, 2015 at 12:00pm (noon) local time	<b>DATE/TIME PRE-BID MEETING:</b> N/A	<b>PRE-BID MEETING MANDATORY:</b> <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    Posted on Municipal Building bulletin board  
 Other (Please List) \_\_\_\_\_

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

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## I. INTRODUCTION

The City of Harrisonburg (“City”) Public Works Department is seeking to purchase one (1) new, latest model cab and chassis truck with ten (10) foot dump bed, central hydraulic system, hydraulically operated body cover, ten (10) foot hydraulic spreader and an eleven (11) foot by thirty-six (36) inch power reversible snow plow with hitch. The vehicle needs to be delivered as a complete unit with all components installed and in working order.

## II. SPECIFICATIONS & TRADE-IN INFORMATION

Detailed specifications for the purchase of one (1) new, latest model dump truck may be found in *Attachment A* of this ITB. Specifications listed describe a dump truck for use by the Department of Public Works. All parts not specifically mentioned, which are necessary to provide a complete operating unit, shall be included in the bid and shall conform in strength and quality of materials and workmanship shall meet or exceed the industry standard. It is not the intent of the City for these specifications to be proprietary; equals will be evaluated in accordance with comparable quality, construction, strength, durability, and suitability for the purpose intended. The City shall solely determine whether the unit offered is equal to that specified herein. All items shall be supplied, installed and delivered by a single source. All warranties shall be stated in writing with the bid submission. Each unit shall comply with all State and Federal codes and regulations. The successful bidder shall supply final certification of maximum gross vehicle weight rating. All body material shall include mil certification.

All component installation for cab, chassis and body shall conform to the latest recommendations, procedures and regulations of the following organizations:

ASME, ASTM, AISI, API, AWS, DOT, FPS, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, OSHA, SAE, TTMA, and USASI. The use of any of the following items or practices will not be accepted.

- Nonsteel fittings on hydraulic pressure lines
- Excessive use of elbows on hydraulic lines
- Use of thread tape on hydraulic fittings
- Use of galvanized fittings or components on hydraulic system
- Improper hydraulic line size
- Use of high pressure hose for hydraulic suction line
- Scotchlok type wire splices
- Non-insulated wire splices
- Improper hose or wire routing near exhaust, over sharp edges or through holes without grommets
- Unfinished or sharp edges
- Improperly prepared, primed and painted surfaces
- Nonfused electric circuits.
- Hydraulic circuits without pressure relief protection

All hydraulic hoses and wiring shall be securely clamped at approximately 18" intervals, shielded from exhaust, and include a protective sleeve where necessary to prevent damage and or failure. All hoses shall have JIC wivel connections at each end and be located in such a manner to aid in easy component replacement. All systems shall be thoroughly tested and tuned before delivery.

An operation manual, as well as a separate parts and maintenance manual, shall be provided with each unit at the time of delivery. A minimum of one (1) full, eight (8) hour day of training shall be provided for operators and maintenance personnel, to be scheduled upon delivery of the completed unit to the City. No equipment shall be accepted prior to successful inspection by the using agency.

Bidder must have a certified service agent that can perform all warranty and service work for this cab and chassis within a 50 (fifty) mile radius of the City of Harrisonburg.

The vocation of this unit will be to perform a variety of tasks within the City including, but not limited to, carrying and operating snow plow and sand/chemical spreader units operated by a central hydraulic system, hauling and dumping of various materials throughout the City. The unit will be used extensively in terrain that is both level and hilly; the unit must be able to perform at peak operating levels in all terrains.

### **III. CONTRACT TERM**

The term of this contract shall be for a one-time purchase. The City reserves the right to purchase additional vehicles up to one (1) year from the date of award.

### **IV. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JUNE 2013)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**PAYMENT:**

1. To Prime Contractor:
  - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for

individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following

receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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

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

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

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

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

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

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

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

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

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

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

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (**NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.**)

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

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

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

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

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

**SAFETY and OSHA STANDARDS:** All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

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

**COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has

the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

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

## **V. INSTRUCTION TO BIDDERS**

All bids must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Bid: Dump Truck ITB#: 2016023-PW-B**”. Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making bid to the City shall be borne by the bidder.

Bidders shall provide two (2) identical paper copies 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. Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **December 11, 2015 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.

\*PLEASE NOTE: The City of Harrisonburg Municipal Building (345 South Main Street) and the Harrisonburg City Hall (409 South Main Street) are currently undergoing construction in and around the facility. Parking options tend to be congested throughout the day. It is recommended to park behind the building or on the North side of the building in visitor parking (follow signs). Please take this into account when submitting your bid/proposal document and give yourself enough time to park and take your bid/proposal to the correct office for acceptance.

In the event of inclement weather and the City Manager authorizes the closing of City offices, all proposals will be due no later than the above-stated time on the following business day.

## **VI. 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](mailto: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](http://www.harrisonburgva.gov/bids-proposals) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). All questions must be received no later than **December 4, 2015 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.

## **VII. MODIFICATION & WITHDRAWAL OF BID**

A bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "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."

## **VIII. 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](mailto:Purchasing@harrisonburgva.gov)) or fax (540-432-7778) within fourteen (14) calendar days of contract award.



**ATTACHMENT A. SPECIFICATIONS FOR ONE (1) NEW, LATEST MODEL DUMP TRUCK**

SPECIFICATION ITEM	CHECK (Y) IF COMPLIES	DESCRIPTION OF DIFFERING
1. Weight Ratings/Wheelbase: Gross vehicle weight rating will be no less than 37,000 pounds with a front axle rating no less than 14,000 pounds and a rear axle rating of no less than 26,000 pounds		
2. Weight Ratings/Wheelbase: Wheelbase, cab to axle length and after frame length Shall meet body company's minimum requirements		
3. Warranty: The entire unit shall be warranted for a minimum of twelve (12) months from the date of beginning service as determined by Public Works. Warranty information will be supplied with the BID submittal.		
4. Delivery: Completed unit shall be delivered FOB Destination to The City of Harrisonburg Central Garage, 473 East Washington Street, Harrisonburg, VA 22802		
5. Delivery: Unit shall be delivered with Manufacturer's Certificate of Origin.		
6. Delivery: Original invoice shall be supplied upon delivery		
7. Delivery: Unit shall be delivered with valid Virginia 30-day tags and State inspection.		
8. Delivery: One (1) factory service, parts, and operator's manual and CD will be provided.		
9. Cab shall be a conventional design steel construction with air ride support at rear of cab.		
10. Cab & Chassis Specifications: Cab & Chassis shall be undercoated to prevent rust.		
11. Cab & Chassis Specifications: The hood will be tilting, fiberglass.		
12. Cab & Chassis Specifications: Unit will be provided with a stationary front grille to accommodate snow plow mount.		
13. Cab & Chassis Specifications: Floor covering shall be black rubber (no carpet).		
14. Cab & Chassis Specifications: Driver's air ride seat; high back with integral Headrest; isolated with 2 position front cushion		
16. Cab & Chassis Specifications: One-person passenger, high back seat with Integral headrest; fixed back; non-suspension		
17. Cab & Chassis Specifications: Cab will have factory installed air conditioner with integral heater and defroster, and shall include fresh air filter		
18. Cab & Chassis Specifications: Cab interior will be deluxe trim with gauge cluster to include electronic oil pressure, water temperature, transmission oil temp gauge fuel level, voltage, speedometer, tachometer and odometer which displays miles, trip miles, engine hours, trip hours, and fault code readout.		
19. Cab & Chassis Specifications: A warning system for low fuel, low oil pressure, high Engine coolant temperature, and low battery voltage (visual and audible) shall be included.		
20. Cab & Chassis Specifications: Air Horn		
21. Cab & Chassis Specifications: Factory Wired Auxiliary Harness 3.0 for Auxiliary Front headlights and turn signals for snow plow Operation		
22. Cab & Chassis Specifications: Halogen headlights		
23. Cab & Chassis Specifications: Separate wiring to rear of frame (for body company) With stop, tail, turn and marker light circuits; ignition Controlled auxiliary feed and ground; less trailer Sockets; w/6" - 8" of extra cable; no exception		
24. Cab & Chassis Specifications: AM/FM stereo radio with speakers		
25. Cab & Chassis Specifications: 7.44" x 14.84" remote, heated rear view mirrors—breakaway bracket type w/102" wide spacing with 7.44" square convex on both sides		
26. Cab & Chassis Specifications: Sun visor (2 each) padded vinyl.		
27. Electrical: Electrical system will be 12 volt standard equipment with an alternator to be a minimum 140 amp.		
28. Electrical: Three (3) maintenance free batteries with a minimum 1300 CCA will be provided.		
29. Electrical: A battery disconnect will also be provided and mounted near the battery box.		
30. Electrical: Remote mounted jump start stud		
31. Electrical: Toggle switch (lighted) for work light on instrument Panel.		
32. Electrical: Electric trailer brake/lights accommodation package with cab Controller will be provided with a seven (7) pin connection		
33. Electrical: A minimum of four (4) auxiliary switches will be provided in the dash for City or body vendor supplied options.		
34. Electrical: Clearance and marker lights to be amber LED flush mounted on cab.		
35. Engine: Cummins Diesel engine to be minimum of 350 hp and 1000 lb/ft of torque at rated RPM with exhaust brake.		
36. Engine: Electronic cruise control will be mounted on steering wheel.		
37. Engine: Oil filter to be spin on type		
38. Engine: Fuel / water separator and fuel filter in single assembly with water in fuel sensor engine mounted		
39. Engine: Single, horizontal muffler, and tail pipe, aluminized steel, frame mounted right side BOC, inside rail.		
40. Engine: Engine control, remote mounted provision for body builder's installation of PTO controls		

	SPECIFICATION ITEM	CHECK (✓) IF COMPLIES	DESCRIPTION OF DIFFERING
41	Engine Electronics: Variable speed engine throttle		
42	Engine Electronics: Key operated engine shut-down		
43	Engine Cooling System: Radiator - Cross flow series system, aluminum Radiator core w/transmission cooler.		
44	Engine Cooling System: Extended life coolant Anti-freeze to -40F		
45	Transmission: Allison RDS-P, 4th generation control 6 speed with PTO provisions, includes oil level sensor, Castrol Tran synd Transmission oil and push button type transmission shift control.		
46	Transmission: Dash mounted PTO control		
47	Transmission: Transmission/engine electronic interface		
48	Front Axles & Suspension: I-beam type; 12,000 # capacity, set-forward;Meritor MFS-12-143-A (or approved equal); Wide track, 71.5" king pin center		
49	Front Axles & Suspension: Wheel bearing seals with sight glass and Synthetic lubricant		
50	Front Axles & Suspension: 12,000 # capacity front springs, with taper leaf springs and shock absorbers		
51	Rear (single) axle: The rear drive axle shall have a minimum of 23,000 pound capacity with rear spring suspension vari-rate 23,000 pound capacity with 4500 pound auxiliary rubber spring and shock absorbers.		
52	Chassis Brake System: Air brake system with four (4) channel ABS		
53	Chassis Brake System: 13.2 cfm air compressor with air supply line through the air cleaner		
54	Chassis Brake System: Front brakes air s-cam 16 x 7 includes 20square inch MGM long stroke brake chambers.		
55	Chassis Brake System: Rear brakes air s-cam 16 x 8.63 includes MGM TR2430 long stroke brake chambers and heavy duty actuated parking brake.		
56	Chassis Brake System: Bendix dryer will be included.		
57	Chassis Brake System: Parking brake valve located on dash w/ yellow knob.		
58	Chassis Brake System: Dual air pressure gauge (2) Air 1 and Air 2 gauge located on instrument panel		
59	Chassis Brake System: Dust shields and automatic slack adjusters on all Brake positions		
60	Frame & Reinforcements: – frame mounted front tow hooks		
61	Frame & Reinforcements: – frame mounted pennel hitch		
62	Frame & Reinforcements: – frame mounted tool box—min. 2'x2'		
63	Steering Gear: Power steering		
64	Steering Gear: Steering column will be adjustable		
65	Fuel Tank: Fuel tank to be a minimum 50 gal capacity STAINLESS STEEL CONSTRUCTION.		
66	Fuel Tank: Fuel / water separator to be thermostatic temp controlled electric heater. Includes standard equipment water in fuel sensor.		
67	Front Tires & Wheels: (2) – 11R22.5 or 12R22.5 Unisteel G1598, Goodyear (or approved equal), 14 ply; G load range tires		
68	Front Tires & Wheels: Wheels: front disc; 22.5" steel 5 hand hole, 10 stud hub piloted, flanged nut, metric mount, 9.00" DC rims with steel hubs; painted white		
69	Front Tires & Wheels: Front wheel bearing; Oil Bath		
70	Rear Tires & Wheels: (4) – 11R22.5 OR 12R22.5 G164 RTD Goodyear (or approved equal) 14 ply; G load range tires		
71	Rear Tires & Wheels: rear dual disc; 22.5 painted steel; 10 Stud; hub piloted; flanged nut; metric mount; 8.25 DC rims with steel hubs; painted white		
72	1 set of automated snow chains for the drive axle, operated off of a switch mounted in the dash, operating all necessary components to engage the tire chain wheels to the truck tires using the trucks air supply.		
73	Cab Paint & Finish: Dupont #43536AH Wheatland yellow, Imron; clear coat finish.		
74	Dump Body Dimensions: Length: approximately 120 inches		
75	Dump Body Dimensions: Inside width 84"		
76	Dump Body Dimensions: Overall width: 96 "		
77	Dump Body Dimensions: Side height: approximately 23"		
78	Dump Body Dimensions: End height 29"		
79	Dump Body Dimensions: Rear post: approximately 29"		
80	Dump Body Dimensions: Capacity: 5.2/6.5 cubic yards water level		
81	Dump Body Dimensions: Cab shield: half (minimum 23") extension over cab built in wind deflector. Bracket on cab shield for strobe light high enough to clear wind deflector cab shield to be welded		
82	Floor Thickness: 3/16" full length, one piece (up to 120 inches long)		
83	Sides: 10 GAUGE high tensile STEEL		
84	Bulkhead: 10 GAUGE high tensile one piece construction		
85	Cabshield: 10 GAUGE high tensile full width integral with bulkhead, no top reinforcements required except side gussets		

	SPECIFICATION ITEM	CHECK (✓) IF COMPLIES	DESCRIPTION OF DIFFERING
86	Tailgate: Body to be equipped with a 6-panel, double-acting Air tailgate with a push/pull type control mounted Inside the cab		
87	Tailgate: Must provided ailgate chains, clevis removable and covered with nylon mesh.		
88	Tailgate: Top pins will be minimum 1.25" CRR and include retention chains.		
89	Tailgate: Four banjo plates. J hooks shall be permanently attached to tailgate and will be solid welded construction with heavy duty standard top hardware.		
90	Tailgate: Bottom latch pins will have grease fittings at main pivot points.		
91	Board Holders: 10 GAUGE high tensile board holders shall be provided at front and rear, inside and outside to match board thickness.		
92	Side Boards: One per side, full length and bolted through board holder front and rear with oak boards high enough to level side and tailgate.		
93	Drift Shredder: Full length both sides, integral with rub-rail. 10 GAUGE high tensile.		
94	Inside Radius: Three inch (3") minimum radius full length (one piece) up to 120 inches long, 10 GAUGE high tensile		
95	Inside Radius: A full length grip strut walk rail shall be installed On each side of the body		
96	Tailgate Control: Tailgate locks shall be air operated from inside cab		
97	Grab Handles: ½ inch diameter, full length, left side		
98	Ladders - Slide In: Bustin tread, as low as possible, minimum 12 inches wide, and attached at both front corners. Ladders shall be slide in design with safety latch.		
99	WARNING/SAFTEY Equipment: back up alarm shock mounted at rear. Dash mounted and labeled " body up " warning light, activated by a switch device. Dump body safety prop.		
100	LED Lighting: All wiring shall be securely attached and concealed to prevent damage. Reflectors shall be attached, as required.		
101	LED Lighting: Warning Led lights will be mounted on four corners of cab shield and in each rear post of body and activated from one switch located in cab. The lower rear tail lights will be recessed below the tail gate of bed.		
102	Light Wiring & Switch: A dual conductor wire harness shall be routed from the chassis to the center of cab shield for City installation of strobe light.		
103	Light Wiring & Switch: Harness shall be minimum two 16 gage copper stranded wires. Wire shall be neatly attached and routed, avoiding all sharp edges and concealed within corner assembly as part of the routing to and from the cab shield. A lighted rocker switch shall be permanently dash mounted and pre-wired with 12v DC and activated by key switch.		
104	Trailer Hitch - Pintle Hook: A ½ inch formed steel plate, full width of chassis frame rails, with three inch return flange at bottom shall be bolted to chassis frame.		
105	Trailer Hitch - Pintle Hook: Bottom and side support gussets will be included. Two swivel ¾ inch cold rolled steel d loops, three inch i.d. minimum, shall be attached to bottom flange.		
106	Trailer Hitch - Pintle Hook: Properly sized Grade Eight bolts shall be used throughout installation.		
107	Trailer Hitch - Pintle Hook: Pintle hook will be 26 inches high on center unless otherwise specified by the City. The pintle hook shall have a minimum of 30,000 pounds towing capacity.		
108	Wiring: Non-metallic weatherproof seven way and four way trailer sockets shall be mounted through hook plate and wired to chassis using "TTMA" standards.		
109	Wiring: Wiring shall be connected via a high impact plastic, chemical resistant, surface mount junction box with eight identified terminal posts.		
110	Wiring: Junction box will have a screw lid with o-ring seal. All wiring to and from junction box will be via a three-piece compression fitting including a PVC grommet sized to fit wiring.		
111	Wiring: Junction box shall be located for ease of service and to avoid contamination.		
112	Body Paint & Finish: Color shall be Dupont #43536AH Imron Wheatland yellow to match the City's fleet		
113	Body Paint & Finish: Entire body shall be free from all weld slag, grease and other coatings prior to painting.		
114	Body Paint & Finish: Body shall be thoroughly cleaned with low voc surface cleaner and primed with two coats of corrosion resistant vinyl etch primer and one double coat of acrylic urethane high solid, low voc finish.		
115	Body Paint & Finish: Paint shall be free of runs, bubbles, blisters, blemishes, and blushes.		
116	Body Paint & Finish: Inside of body and underside shall all be painted the same color as outside of body, unless specified otherwise.		
117	Conspicuity Enhancement: Each dump body rub-rail and rear shall include conspicuity enhancement. Unless specified otherwise, the enhancement shall be alternating red and white stripes		

	SPECIFICATION ITEM	CHECK (✓) IF COMPLIES	DESCRIPTION OF DIFFERING
118	Conspicuity Enhancement: Enhancement shall provide reflection even in daylight hours. Conspicuity tape will have twelve (12) different patterns of micro-prisms for maximum visibility. The reflective system shall be impervious to ultra violet radiation via internal pigmentation with acrylic layer protection.		
119	Hydraulic Hoist: Model: Godwin 816SFDA sub frame, under-body Hoist (or approved equal)		
120	Hydraulic Hoist: 1 double acting cylinder – 8” diameter		
121	Hydraulic Hoist: Cylinder rods to be hard chrome plated		
122	Hydraulic Hoist: No less than 2 ½” diameter		
123	Hydraulic Hoist: Dumping angle: 50 degrees		
124	Hydraulic Hoist: Hoist cylinder to be installed securely in the steel underbody subframe.		
125	Hydraulic Hoist: Hoist frame shall be 5” deep – minimum		
126	Hydraulic Hoist: Subframe to be equipped with adequate cross-members to prevent longitudinal sills from spreading		
127	Hydraulic Hoist: Cylinder pivot shall be of sufficient strength to withstand maximum thrust of cylinders during the operation of the hoist		
128	Hydraulic Hoist: Rear hinges: 4” thick – flame cut or cast steel		
129	Hydraulic Hoist: Hoist mounting height: Maximum 16” from bottom or rail to the bottom of the floor of the body		
130	Hydraulic Hoist: Hoist to be rated NTEA performance class 50 or greater (18.1 tons)		
131	Hydraulic Hoist: Two safety props are to be included.		
132	Hydraulic Hoist: All pivot points will include grease fittings, and plastic dust covers will protect all grease fittings.		
133	Mud Flaps: Forward mud shields for rear wheels shall be 10 gauge steel with adequate bracing with one hook per flap to hold flap off tire		
134	Mud Flaps: Size: Approximately 24” wide x 30” long; vertically mounted and shall not extend outside of body with 10” road clearance		
135	Mud Flaps: Rear mud flaps to be plain black rubber (both sides) with no logos		
136	Load Cover: Tarp system to be Godwin Hydra-Tarp, Model G-100 (or approved equal)		
137	Load Cover: Tarp to be powered by the truck’s hydraulic system; (Electric powered is not acceptable)		
138	Load Cover: Main roll drum assembly to be minimum of 4” in diameter with enclosed spring for constant tension on cover		
139	Load Cover: Tarp side arms and crossbar to be constructed of 1 ¼” schedule 40 pipe		
140	Load Cover: Side arms not to extend more than 3” outside the body on either side		
141	Load Cover: Tarp system to be activated by a double-acting cylinder located under the body		
142	Load Cover: Tarp control to be located inside the cab, easily accessible to the operator (driver)		
143	Load Cover: Tarp cover: neoprene coated; all seams to be double stitched; 84” wide with grommets every 24”		
144	Manual Hydraulic System: The purpose of the hydraulic system is to operate a dump body double acting hoist, single acting plow lift, power angle plow and two-function spreader circuit. System will be powered via an automatic transmission mounted power take off.		
145	Manual Hydraulic System: All hydraulic components shall be installed and serviced by a single manufacturer.		
146	Pump (Gear): A single section all cast iron pump shall be the sole source of power used to provide all hydraulic equipment.		
147	Pump (Gear): Pump mounted directly to PTO shall be capable of 3500 PSI and 3000 rpm and will include pressure loaded powdered metal wear plates.		
148	Pump (Gear): The drive gear and shaft shall be one-piece construction for maximum strength.		
149	Pump (Gear): The pump shall be sized to have a 25 GPM output at maximum engine rpm.		
150	Hydraulic Control Valve Operation: All hydraulic valve operation shall be achieved from within the cab by a single operator.		
151	Hydraulic Control Valve Operation: All connections shall be routed to prevent failure due to heat, sharp edges and improper bends.		
152	Hydraulic Control Valve Operation: Dump body control shall include a neutral lock position.		
153	Spreader Control System: The spreader control system shall maintain individual adjustable flows to two (2) separate circuits regardless of down stream system pressure.		
154	Spreader Control System: The spreader system shall be capable of variable signals for proper function.		
155	Spreader Control System: The spreader control system shall be located within the cab to provide ease of operation by the operator.		

	SPECIFICATION ITEM	CHECK (✓) IF COMPLIES	DESCRIPTION OF DIFFERING
156	Oil Reservoir & Accessories: The oil reservoir shall be not less than thirty (30) gallon capacity and cushion mounted to the chassis.		
157	Oil Reservoir & Accessories: An internal baffle shall be located to prevent return oil flow from venting directly to suction port.		
158	Oil Reservoir & Accessories: A fifty (50) GPM return line filter with a ten (10) micron spin on canister will include an electric sending unit to activate a light mounted in the cab. The filter will be connected to a drop tube, discharging return oil flow through the top of the tank to allow filter element to be changed without the use of any type of shut off valve.		
159	Oil Reservoir & Accessories: An inlet stainless steel suction strainer of 125 micron will be located within the reservoir and mounted in a manner to be submerged at all times.		
160	Hydraulic Hose: All hose and hose ends will be matched and assembled on a matched hose machine to prevent hose failure.		
161	Hydraulic Hose: All hoses will include JIC female swivel ends with the exception of the suction line.		
162	Quick Couplers - Stainless Steel: The hydraulic system plow and spreader functions shall be provided with quick couplers for easy connect and disconnect of plow and spreader equipment.		
163	Quick Couplers - Stainless Steel: All quick couplers will be located to facilitate easy connection with a gloved hand.		
164	Quick Couplers - Stainless Steel: All quick couplers will be attached to mounting bracket via a steel bulkhead fitting which includes a one-piece body having NPT male thread on one end for attaching the quick coupler and a thirty seven degree (37°) JIC male thread on the other end for attaching the hydraulic hose. Pipe nipples welded to a bracket are not acceptable.		
165	Quick Couplers - Stainless Steel: Dust covers will also have an integral retainer strap with loop to prevent loss.		
166	Quick Couplers - Stainless Steel: All assemblies will be mounted male / female opposing to prevent improper connection. Both halves of all couplers shall be supplied.		
167	Transmission Power Take Off: The power take off shall be sized to exceed the maximum torque and horsepower demands required when the pump is operating at maximum.		
168	Transmission Power Take Off: P.T.O. engage and disengage capability shall be included and provide live power whenever the engine is in operation and P.T.O. switch is activated.		
169	Transmission Power Take Off: PTO and pump shall be sized and matched to properly operate all hydraulic requirements without exceeding horsepower and torque considerations.		
170	Hydraulic Salt Spreader: Good Roads Model 3 or equivalent		
171	Hydraulic Salt Spreader: 10 L x 5' H, 6 cubic yards		
172	Hydraulic Salt Spreader: Led Light package		
173	Hydraulic Salt Spreader: Inverted "V" shield over conveyor		
174	Hydraulic Salt Spreader: Tailgate Latch		
175	Hydraulic Salt Spreader: Hinged screen on top of spreader, Each side		
176	Hydraulic Salt Spreader: g. Spreader Color: Dupont-Wheatland Yellow #43536AH		
177	Snow Plow: Good Roads machinery or equivalent		
178	Snow Plow: Model Series 120 11' x 36" Reversible		
179	Snow Plow: Lift Cylinder and Hitch		
180	Snow Plow: Power Reversible		

*Unit to meet State Of Virginia, Federal and OSHA Requirements.*

*All parts and attachments not specifically mentioned, but necessary, to furnish complete equipment shall be included.*

**HYDRAULIC SALT SPREADER:**

**MANUFACTURER:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_

**WARRANTY INFO:** \_\_\_\_\_

**SNOW PLOW:**

**MANUFACTURER:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_

**WARRANTY INFO:** \_\_\_\_\_

*\*This form must be completed & returned with bid submission.\**



**ATTACHMENT B. 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 at the total price below.

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**BID SCHEDULE**

- A. Latest Model Cab and Chassis Truck Lump Sum  
 With Hydraulic Salt Spreader & Snow Plow  
  
 \* \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
*\*Insert Bid amount in written format*
  
- B. Delivery time after receipt of Notice of Award \_\_\_\_\_  
(Calendar Days)

---

Signature	Address
_____	_____
Title	City, State, Zip
_____	_____
Date	
_____	

***\*This form 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 council 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 form must be completed & returned with bid submission.\****



**ATTACHMENT D. 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.*