



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

INVITATION TO BID (ITB) COVER PAGE

ISSUE DATE: January 21, 2016	INVITATION TO BID NUMBER: 2016028-PR-B	FOR: Fertilizers and Plant Protectant Products
DEPARTMENT: Parks & Recreation	DATE/TIME OF CLOSING: February 19, 2016 at 3:00pm local time	CONTRACT ADMINISTRATOR: John Libassi, Assistant Superintendent, Heritage Oaks Golf Course
DATE/TIME LAST DAY FOR QUESTIONS: February 11, 2016 at 12:00pm (noon) local time	DATE/TIME PRE-BID MEETING: N/A	PRE-BID MEETING MANDATORY: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

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

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

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

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____

Address: _____ Federal Employer Identification #: _____

_____ State Corporation Commission #: _____

Contact Name: _____ Contact Email Address: _____

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

VENDOR'S LEGALLY AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

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

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

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

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

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1.0 INTRODUCTION

The purpose of this Invitation to Bid (ITB) by the City of Harrisonburg, Virginia (City) is to solicit sealed bids from interested companies (Bidder) to provide fertilizer and plant protectant products for golf course turf type applications and activities of the municipal golf course, Heritage Oaks Golf Course located at 680 Garbers Church Road, Harrisonburg, VA 22801. Products shall be ordered “as required” for the items listed herein.

2.0 BACKGROUND

Heritage Oaks Golf Course has been voted “Best of the Valley” by the Daily News-Record newspaper in 2008, 2009, 2011, 2012 and 2015. It is a challenging and scenic course for golfers of all abilities. Owned by the City of Harrisonburg and designed by William Love, Heritage Oaks offers a wide variety of holes including links-style holes as well as traditional, tree-lined holes. Golfers enjoy playing this picturesque par 70 course as it offers four sets of tees on each hole with overall distances ranging from 4,500 yards to 6,325 yards.

3.0 SPECIFICATIONS

3.1. PRODUCT LIST

All fertilizers and plant protectant products are listed in *Attachment G. Product List* of this bid document. Product brand names, specifications, qualifying requirements and further details about each requested item may be found in *Attachment G. Product List*. Vendors shall submit their bid price for each item on the Bid Sheet, found in *Attachment H* of this document.

3.2. PRODUCT ALTERNATIVES & SUBSTITUTES

Bidders shall offer only ONE ITEM AND PRICE for each line item on Bid Sheet in *Attachment H*. No alternatives will be accepted, unless requested by the City. Bidders shall review the “Spec. Cat.” column in the Bid Sheet (Attachment H) to determine if any alternatives will be selected. The following key shall be used for this column:

NS = No Substitute (must be exact brand name item)

EIS = Equivalent Item Specification

IS = Identical Specifications

If an “EIS” item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. All differences in specifications from the line item specified must be identified. Descriptive literature is required to establish whether the item bid is exactly identical to, or an acceptable substitute for, the item described in *Attachment G. Product List*. More information on descriptive literature requirements can be referenced in *3.6 Descriptive Literature Required*. Samples will, in most cases, be required for any item bid that deviates from the identical brand name item listed. For more information on sample requirements, please reference *3.7 Samples*.

Copies of current labels for “EIS” items in addition to descriptive literature required in *3.6 Descriptive Literature Required*.

The City reserves the right to request additional product literature and/or current labels for any and all “IS” items.

The City reserves the right to determine equivalency of a product and to accept or reject a substitute.

The City will not waive these requirements as minor informalities and failure to provide these requirements will result in rejection of the bid.

3.3. PRICES & PRICE ADJUSTMENT

All prices/discounts shall be F.O.B Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. **Prices/discounts shall remain firm for 365 days, unless otherwise indicated.** At the City's discretion, the City may solicit a price adjustment on or after the one (1) year anniversary of the contract award, to ensure the most accurate prices are available. All, some, or none of the awardees may be solicited to submit their price adjustments in during the contract period. Price adjustments may be solicited annually for any subsequent renewals of the contract.

The Contractor agrees that for unit price contracts, prices shall remain firm for 180 calendar days from date of award. If the price is increased after 180 calendar days, the unit price may be increased only upon approval of a written request to the Contract Administrator. The increased contract unit price shall not apply to orders received by the Contractor prior to the prior to the effective date of the approved increased contract unit price. Orders placed via City Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

The request for a change in the unit price shall include at a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., change in manufacturer's price, etc.).

3.4. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES

As requirements arise for specific quantities of items covered herein, the authorized individuals will place orders. Please refer to *Section XIV. Method of Ordering* for further detail.

No quantities are specified in this solicitation, as the actual quantities ordered would be dependent upon requirements that occur during the contract period and will be determined by the City. Quantities specified by the bidder will take into account normal manufacturer packaging and be designated accordingly, listing the Unit of Issue (UI) and Quantity for the bid price.

Example given: Product: Iprodione, UI: "Case" (2X2.5 Gal), Price: \$... Price per gallon: \$...

In order to ensure fair and efficient comparisons of bids, bidders should adhere to the following guidelines for submitting their bids. Bids should be quoted as price per:

- | | |
|----------------------------------|------------|
| • Granular fertilizer/amendments | 50 lb. Bag |
| • Liquid products | Gallon |
| • Dry pesticides | Dry Ounce |
| • Seed | Pound |
| • Bulk products | Ton |
| • Low rate liquids | Ounce |

3.5. DESCRIPTIVE LITERATURE REQUIRED

Descriptive literature shall be required for all “EIS” items. Each bidder is required to furnish with their bid submission, catalog cuts and/or descriptive literature, properly labeled with the bid number, bid item number and bidder’s name, which includes a copy of current labels for the product bid. In addition, all differences in specifications from the line item specified must be identified. Descriptive literature is required to establish whether the item bid is exactly identical to, or an acceptable substitute for, the item described in *Attachment G. Product List*. Where items are of the exact same branded name specification, the bidder need only provide a copy of the item label, properly labeled as described above. If further documentation is needed for the purpose of bid evaluation and award, the City reserves the right to request additional descriptive literature for that purpose. **FAILURE TO SUBMIT DESCRIPTIVE LITERATURE WILL BE CAUSE FOR REJECTION OF THE BID.**

3.6. SAMPLES

The Parks and Recreation Department reserves the right to require a bidder to furnish samples of any item on which they submit a bid within five (5) business days after the request is made. (Requests for samples are not common). Samples will, in most cases, be required for any item bid that deviates from the identical brand name item listed.

All samples must be furnished free of charge. Mailing address for samples will be provided at the time the sample is requested.

Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all the major characteristics shall cause rejection of the bid for each item that fails to meet the criteria as determined by the Heritage Oaks Golf Course Superintendent, Stuart Scott, and/or the Assistant Superintendent, John Libassi.

Failure to submit a requested sample for the specific item will be just cause for eliminating the bidder from further consideration for the award for that item.

Samples will be returned at the bidder’s expense with no pecuniary liability to be incurred by the City of Harrisonburg for their loss or damage. As part of the evaluation process, all or part of the sample may be tested in its normal usage to determine effectiveness at the City’s discretion.

Once the bidder is requested to pick up a sample, they must do so within 30 calendar days of notification. If a bidder fails to pick up the sample, it will be considered to be surplus City property and the City will retain or dispose of it at the City’s convenience.

3.7. DELIVERY/TIME OF PERFORMANCE

The City of Harrisonburg requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Delivery Schedule within which delivery will be made after receipt of order (ARO). Delivery Schedule shall be inserted by vendor on *Attachment H. Bid Sheet* and submitted with bid documents. Indefinite terms such as “promptly”, “stock,” “without delay,” etc, will not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME WILL RESULT IN THE**

DISQUALIFICATION OF THE BIDDER'S BID SUBMISSION IN ITS ENTIRETY OR FOR THE LINE ITEM SPECIFIED.

The minimum acceptable delivery time for emergent requirements is 48 hours from the time the order is placed. The minimum acceptable delivery time for orders placed for routine requirements is five (5) business days from the day the order is placed.

Acceptance of bids for a particular item that exceeds these timelines will be made at the City's discretion. The City reserves the right to procure items to meet emergent needs from suppliers that can meet the minimum deadline, regardless of bid price. Longer lead times for delivery of routinely planned purchases may be arranged at the convenience of the City.

The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries may be made to various locations, but the primary location for delivery will be 1583 B. West Market Street
Harrisonburg, VA 22801.

The Contractor is responsible for delivery of items to **ground level or dock** with appropriate equipment to effect complete unloading of truck or transport. Delivery times will be from 7:00 A.M. to 2:00 P.M. on regular City business days unless persons authorized to place orders have made other arrangements with the contractor and/or delivery personnel. Delivery agent must call one (1) day prior to delivery to John Libassi, 540-810-1538 to confirm final delivery schedule.

The City may pick up orders from the vendor when it is in the best interest of the City. In these instances the Contractor shall release the materials only to the designated representative of the City authorized to place and pick-up orders. Upon contract award for a specific item, the contractor will, either by item, or for all items awarded, designate to the City's authorized representative, the means of delivery. Either:

1. Delivery by contractor
2. Delivery by commercial delivery service
3. Pick-up by customer

Unless authorized by the City, method number one, Delivery by contractor, will be the standard method of delivery. All liability and insurance responsibility for delivery vehicles and drivers rests with the contractor making the delivery. The contractor is responsible for utilizing shipping methods that conform to Federal, State, and Local laws pertaining to the transportation of chemicals and pesticides.

The contractor is required to provide, prior to, or at, the time of delivery, a hard copy of the Globally Harmonized System (GHS) sheet for each different item delivered. One copy for lots of duplicate items is sufficient to satisfy this requirement.

3.8. CONTACT FOR ADMINISTRATION

In the event a contract is executed with your firm as a result of this solicitation, in the space provided on the Bid Sheet (*Attachment H*) please indicate the person(s) we may contact for prompt contract administration.

3.9. INSURANCE REQUIREMENTS

Bidders shall complete and return *Attachment I* with their bid submission.

3.10. METHOD OF ORDERING

Orders may be placed by the following authorized personnel at the Heritage Oaks Golf Course:

1. Stuart Scott, Golf Course Superintendent
2. John Libassi, Assistant Superintendent
3. Lee Smith, Equipment Shop Manager

Orders may be placed orally, or by electronic mail or text message.

A Purchase Order (PO) may be issued to the Contractor who will be ordering items or services covered in the contract. An issued PO will become part of the resulting contract. The City Requires PO's for any transaction that totals over \$5,000.

3.11. ADDITIONS/DELETIONS

The City reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the contract. The City of Harrisonburg and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

3.12. CANCELLATION OF ORDERS

Purchases made under this contract are for readily available supplies specified herein. Time is of the essence in furnishing the items ordered. The City reserves the right to cancel the order and/or refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

3.13. EMERGENCY PURCHASES

Should the contractor be unable to furnish the required item within the period of time specified in the contract, the City reserves the right to make emergency purchases from other sources.

3.14. SALES/DELIVERY TICKETS

Orders placed under this contract for delivery by Purchase Order or for pick up by an authorized City representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:

1. Contractor's Name
2. Purchase Order Number (if given)
3. Order Date
4. Delivery/Pick-Up Date
5. Quantity, unit price and extension of each item, and total, less any discount in accordance with the Contract
6. Name of authorized representative ordering the supplies
7. Itemized list of supplies furnished
8. Signature and badge # of authorized representative who picked up (if applicable)

3.15. INVOICING PROCEDURE

The Contractor shall submit a summary invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the following address:

City of Harrisonburg, Parks and Recreation
Heritage Oaks Golf Course
Attn: Teresa Arey
305 South Dogwood Drive
Harrisonburg, VA 22801

The invoice must contain the Purchase Order Number (if applicable), and all of the corresponding information required on the Sales/Delivery Ticket. Payment will be made once each month.

4.0 PRE-BID MEETING

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

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

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

6.0 INSTRUCTIONS TO BIDDERS

All bids must be in an opaque, sealed envelope or box and clearly marked: "**Sealed Bid: Fertilizers & Plant Protectant Products ITB#: 2016028-PR-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 and one (1) identical electronic copy (on CD or thumb drive) 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 **February 19, 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.

Please note that the City will be CLOSED on Monday, February 15, 2016 in observance of Presidents' Day.

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

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

7.0 QUESTIONS

Questions related to the ITB or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7779). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **February 11, 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

All items listed in this solicitation will be awarded on the basis of the lowest of either: (a) a firm fixed price and/or (b) discount from Manufacturer's Price List or Vendor's Retail Price Sheets (Price Lists). Where basis of award is "discount from Price List," the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or the current Vendor's Retail Price Sheet.

Each Bidder shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission. The percentage discount, bid by each bidder, must be a single percentage discount applicable to all PARTS and/or Material/Equipment items. The percentage discounts shall remain firm for the duration of the contract. Bidder shall list in *Attachment H. Bid Sheet* any discount given.

Bidders who anticipate a price increase during the term of the contract, (as often occurs) due to changes in industry market conditions, should use the percent discount method.

EXAMPLE: If current list of item A is \$30 per bag and bid is for 5% off that list making the current bid \$28.50, that 5% percent discount must be maintained when the list price of the item rises or falls. In this example, for instance, if the list price rises to \$35.00, the percent discount bid would necessarily be quoted as \$33.25 to reflect the original discount.

If the basis of the award will be a percentage discount from the Manufacturer's Price List or Vendor's Retail Price Sheets, each bidder shall attach to each page of the pricing schedule one (1) copy of one (1) price list or retail price sheet, clearly marking the item and column to which the discount is applied, for each item bid. **FAILURE TO PROVIDE THE PRICE LISTS SHALL BE CAUSE FOR REJECTION OF THE BID.**

IF CITY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER'S PRICE LIST OR VENDOR'S RETAIL PRICE SHEET, AND VERIFY THE BIDDER'S BID PRICE, THE BID WILL BE REJECTED FOR THAT LINE ITEM.

The City reserves the right to award the contract in the aggregate, by line item, or by section, and to make an award to multiple vendors, based on the best interest of the City. The award will also consider delivery time or anticipated lead time of products quoted.

The City reserves the right to reject any and all bids and will further reserve the right to waive or not waive any informality in any bid. The City reserves the right to ask for additional information from the vendor to determine whether a company is responsible. The winning bidder shall submit a recent W-9 to the City Purchasing Office via email (Purchasing@harrisonburgva.gov) or fax (540-432-7779) within fourteen (14) calendar days of contract award.

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

9.0 CONTRACT TERM

The term of this contract will be for one (1) year from the date of the award. The City shall have the option to renew the contract for four (4) additional, one (1) year terms. Prices shall remain firm for the initial one (1) year contract period. For any increase/decrease in prices during the initial contract term and any subsequent renewals, see *Section 3.3 Price & Price Adjustments* above.

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.

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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 _____,
COMMONWEALTH OF VIRGINIA, 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 G. PRODUCT LIST

Item #	Common or Brand Name	Minimum Qualifying Requirements	Specification Cat.
A Fungicides			
1	chipco 26019 Flo, Iprodione	identical specifications to brand name product	IS
2	Min 23%, Iprodione	equivelant specifications	EIS
3	Quali-Pro, PrimaraONE, or Echo Iprodione fungicide	identical specifications to brand name product	IS
4	26 GT, Iprodione	exact brand name product	NS
5	Cleary's 26/36 fungicide	exact brand name product	NS
6	Quali-Pro, PrimaraONE, or Echo chlorothalonil 720SFT	identical specifications to brand name product	IS
7	Daconil Weatherstik, 54% chlorothalonil	exact brand name product	NS
8	Min 54% Chlorothalonil	equivelant specifications	EIS
9	Min. 38% Chlorothalonil 500 Zn	equivelant specifications	EIS
10	Daconil Action, Chlorothalonil/Acibenzolar S-Methyl	exact brand name product	NS
11	Cleary's 3336, Thiophanate methyl	identical specifications to brand name product	IS
12	TM 4.5, Min 45% Thiophanate Methyl	equivelant specifications	EIS
13	26/36, Min 19% Thiophanate Methyl, 19% Iprodione	identical specifications to brand name product	IS
14	Disarm, Fluoxastrobin	exact brand name product	NS
15	Disarm C, Fluoxastrobin/Chlorothalonil	exact brand name product	NS
16	Briskway, Azoxystrobin/Difenconazole Fungicide	exact brand name product	NS
17	Secure, Fluazinam Fungicide	exact brand name product	NS
18	Quali-Pro Strobe T	identical specifications to brand name product	IS
19	Lexicon	exact brand name product	NS
20	Insignia, pyraclostrobin	exact brand name product	NS
21	Prostar, WDG, Flutolanil	exact brand name product	NS
22	Endorse WP	exact brand name product	NS
23	Tourney, Metconazole	exact brand name product	NS
24	Trinity, triticonazole	exact brand name product	NS
25	Emerald, Boscalid	exact brand name product	NS
26	Xzemplar	exact brand name product	NS
27	Quali-Pro Enclave	identical specifications to brand name product	IS
28	Velista	exact brand name product	NS

ATTACHMENT G. PRODUCT LIST (cont'd)

B Growth Regulators			
1	Primo Maxx, trinexapac-ethyl	exact brand name product	NS
2	Trimitt 2SC, paclobutrazol	exact brand name product	NS
3	Anuew	exact brand name product	NS
4	Cutless, fluprimidol	exact brand name product	NS
5	T-Nex, Min 11% trexapac-ethyl	identical specifications to brand name product	IS
6	Trinexapac-ethyl	equivelant specifications	EIS
7	paclobutrazol, Min 22% paclobutrazol	equivelant specifications	EIS
8	Etephon 2 SL	exact brand name product	NS
9	Proxy, Etephon	exact brand name product	NS
C Fertilizer/soil amendments			
1	Pro-Mag 36 (36% Mg, 6% S)	equivelant specifications	EIS
2	Sulfate of Potash 0-0-50	equivelant specifications	EIS
3	K-Mag, 0-0-22 fairway grade	equivelant specifications	EIS
4	Ecolite, zeolite mineral	identical specifications to brand name product	IS
5	ZeoPro Green Spec, zeolite mineral	identical specifications to brand name product	IS
6	Knox-Shaw's 11-2-11 Greens grade, organic P	identical specifications to brand name product	IS
7	Knox-Shaw's 12-0-24 Fairway grade	identical specifications to brand name product	IS
8	Earthworks Replenish 5-4-5	identical specifications to brand name product	IS
9	Earthworks Replenish 10-2-5	identical specifications to brand name product	IS
10	Replenish 8-2-2, STD grade	identical specifications to brand name product	IS
11	Earthworks Replenish Min Phos 1-4-1	identical specifications to brand name product	IS
12	Earthworks Renovate Plus	identical specifications to brand name product	IS
13	16-4-8, Organic/synthetic blend, bag fertilizer, fwy grade	equivelant specifications	EIS
14	Earthworks Replenish 16-1-5, slow release	identical specifications to brand name product	IS
15	Shaw's 0-0-48 fairway grade Poly coat sulfate of potash	exact brand name product	NS
16	Country Club 12-24-8	exact brand name product	NS
17	Country Club 14-7-14 greens grade	exact brand name product	NS
18	Country Club 18-0-18 greens grade, MD	exact brand name product	NS
19	Country Club 0-0-24, 3% Fe, 2%Mg, 1%Mn	exact brand name product	NS
20	10-1-10 organic fertilizer, homogonous greens grade	equivelant specifications	EIS
21	Bio Basics 3-2-2 w/2% Ca	exact brand name product	NS
22	Bio Basics 5-0-5 w 10% Ca	exact brand name product	NS

ATTACHMENT G. PRODUCT LIST (cont'd)

H Fertilizer/Herbicide Blends			
1	19-0-6 with Confront Herbicide	identical specifications to brand name product	IS
2	0-0-15 with Confront	identical specifications to brand name product	IS
3	19-0-2 With .13 Dimension	identical specifications to brand name product	IS
4	Dimension 5-5-20 with .250 dithiopyr	identical specifications to brand name product	IS
5	Dimension 5-5-20 with .13 dithiopyr	identical specifications to brand name product	IS
6	12-4-8, (or similar ratio) with Trimec, 3 way herbicide	identical specifications to brand name product	IS
7	25-5-10 mini sparged W/Dimension .19%	equivalent specifications	EIS
8	10-2-20 with Trimec	equivalent specifications	EIS
9	Shaw's 30-0-10 Surf 4 SOP, .253 Dim., .067 Acelepryn	exact brand name product	NS
10	Shaw's 30-0-10 Surf 4 SOP, .167 Dim., .067 Acelepryn	exact brand name product	NS
11	Shaw's 0-0-7, .167 Dim., .067 Acelepryn, 230 sgn	exact brand name product	NS
12	Shaw's 30-0-10 Surf 4 SOP, .222 Dim., .067 Acelepryn	exact brand name product	NS
13	Lebananon Pro Scape 30-0-10 w/Acelepryn & Dimension	exact brand name product	NS
I Wetting Agents/Surfactants			
1	Tri-Cure AD	exact brand name product	NS
2	Tri-Cure Pellets	exact brand name product	NS
3	Cascade Plus	exact brand name product	NS
4	Duplex	exact brand name product	NS
5	Magnus	exact brand name product	NS
6	Aqua Aid, OARS	exact brand name product	NS
7	Aqua Aid, AcidipHy	exact brand name product	NS
8	Cascade	equivalent specifications	EIS
9	Vivax	exact brand name product	NS
10	Aquarius EP	equivalent specifications	EIS
11	KaPre ExAlt	exact brand name product	NS
12	Alypso Plus	exact brand name product	NS
13	Turf Fuel D-Solve	exact brand name product	NS
14	Turf Fuel Cleanse	exact brand name product	NS
15	Turf Fuel Vanquish	exact brand name product	NS
16	Turf Fuel Kraken	exact brand name product	NS
17	Turf Fuel Distance	exact brand name product	NS

ATTACHMENT G. PRODUCT LIST (cont'd)

J Misc. Products/Amendments			
1	New Balance pH Buffer	identical specifications to brand name product	IS
2	Knockdown Defoamer	identical specifications to brand name product	IS
3	Signal Green Spray Marker	identical specifications to brand name product	IS
4	Incide Out Tank Cleaner	identical specifications to brand name product	IS
5	Foam Spray Marker Solution	equivelant specifications	EIS
6	Mulch colorant	equivelant specifications	EIS
7	Nitrozyme	exact brand name product	NS
8	Xsodis 3-0-0 15%Ca	exact brand name product	NS
9	Bio Basics VermaPlex Compost Solution	identical specifications to brand name product	IS
10	Bio Basics Micro-Bac	identical specifications to brand name product	IS
11	Envy pigment	identical specifications to brand name product	IS
12	Plant Food pHusion organic acid	identical specifications to brand name product	IS
13	Sarge pigment	exact brand name product	NS
14	The Works adjuvant	exact brand name product	NS
15	SoilTech soil amendment (Soil Technologies)	exact brand name product	NS
16	L-93 Creeping bentgrass seed divot mix, green sand only	equivelant specifications	EIS
17	PennTrio Bentgrass seed divot mix, green sand only	equivelant specifications	EIS

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



ATTACHMENT H. BID SHEET

****THIS DOCUMENT WILL BE POSTED SEPARATELY FROM THE ITB. IT WILL BE POSTED IN MS EXCEL FORMAT.****



ATTACHMENT I. 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.****