



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

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

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal 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 with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

Prompt Payment Discount: ___% for payment within ___days/net ___ days

E-mail:

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

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Public Works Department, located at 320 E. Mosby Road, 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).

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I. Purpose

The City of Harrisonburg, Public Works Department is issuing a sealed Invitation to Bid for the “Demolition and Site Clearing of Buildings for the City Reservoir Street Project.”

Pre-bid Conference: A mandatory pre-bid conference will be held at 10:00 AM on Monday, October 15, 2012 at the Department of Public Works, 320 East Mosby Road, Harrisonburg, VA 22801. Specifications for the project, project bid forms, and insurance requirements to be discussed at the pre-bid meeting. Bids will be received on or before 11:00 AM, Friday, October 26, 2012 at the Office of the Director of Public Works. Immediately thereafter, all bids will be opened and read publicly.

Each bid must be submitted in a sealed envelope that has been plainly marked on the outside “Demolition and Site Clearing of Buildings for City Reservoir Street Project,” to the City of Harrisonburg Public Works Department, 320 East Mosby Road, Harrisonburg, VA 22801.

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. It is the sole responsibility of the bidder to ensure that their bid reaches the Department of Public Works by the designated date and hour. **Faxed and e-mailed submittals are not acceptable. Late bids will not be accepted. Failure to attend the preconstruction conference will result in a non-responsive bid.**

Copies of solicitation may be obtained for the Public Works Department, 320 East Mosby Road, Harrisonburg, VA 22801 or downloaded at www.harrisonburgva.gov/bids.

For questions please contact in writing, Mr. Drew Williams, Assistant Director of Public Works, at Drew.Williams@harrisonburgva.gov. Relevant questions should be emailed by will be answered by Friday, October 19, 2012. Any addendum and relevant answers will be posted on the above website by Monday, October 22, 2012.

II. Scope of Work

The purpose of this solicitation is to obtain competitive bids and establish a contract for the demolition and removal buildings on 18 separate parcels in accordance with the terms, conditions, and specifications contained herein by the City of Harrisonburg (the “City”).

A. Background

The demolition work described in this RFP is part of the Reservoir Street Improvement Project by the City of Harrisonburg. The City is currently negotiating right-of-way and taking full ownership of 18 properties along Reservoir Street between University Boulevard and east city limits. More information regarding the Reservoir Street Improvement Project is available at www.ReservoirStreet.org.

B. Specifications

1. Properties List (Pricing Schedule/ Bid Sheet)

List of and descriptions of properties to be demolished and site clearing to take place. See also project plan sheets. Please note that for parcels 02, 47, and 67 multiple structures occupy the same parcel where not all structures are to be demolished. Structures to remain are denoted on the plan sheets with a “DND” (Do Not Disturb) annotation.

This table is to be used as the required bid sheet. Although a lump sum bid is being requested, the cost per parcel will be used for payment requests upon completion and approval of work on each parcel. **Determination for the successful, responsive, and responsible bidder will be made based on the aggregate lump sum bid.**

	Address	Parcel No. on Plans	Description	Date Main Building Built	Cost
1	2485 Reservoir St	D-1, Parcel 8	680 sq. ft. 1 story dwelling, masonry foundation/wood frame with deck and covered porch, partial basement + 1 shed	1950	\$
2	2425 Reservoir St.	D-2, Parcel 14	531 sq. ft. dwelling, wood foundation/wood frame with crawl space,	1945	\$
3	2421 Reservoir St.	D-3, Parcel 15	1597 sq. ft. 2 story dwelling, masonry foundation with a partial basement + 1 shed	1950	\$
4	2411 Reservoir St.	D-4, Parcel 18	1593 sq. ft. 1 ½ story dwelling, wood foundation with full basement, + single car detached garage, workshop + 2 sheds	1953	\$
5	2410 Reservoir St. (Hillmont Apartments)	D-5, Parcel 17	908 sq. ft. 1 ½ story dwelling, masonry foundation with partial basement + 2 sheds	1920	\$
6	2321 Reservoir St.	D-6, Parcel 39	894 sq. ft. 1 story bungalow, masonry foundation with full basement + 1 car attached garage + 3 sheds + fence around yard	1934	\$
7	2320 Reservoir St.	D-7, Parcel 40	864 sq. ft. 1 story dwelling, masonry	1947	\$

			foundation with a walk out dirt floor unfinished basement + 1 car attached garage + 3 sheds		
8	2311 Reservoir St.	D-8, Parcel 43	976 sq. ft. 1 story rambler, wood foundation with a crawl space + 1 car attached garage + 4 sheds	1954	\$
9	2310 reservoir St.	D-9, Parcel 42	1268 sq. ft. cinder block commercial building	Unknown	\$
10	2250 Reservoir St.	D-10, Parcel 46	1312 sq. ft. cinder block commercial building	1940	\$
11	2240 Reservoir St.	D-11, Parcel 48	864 sq. ft. 1 story dwelling, wood foundation with a crawl space + 2 sheds	1960	\$
12	2230 Reservoir St.	D-12, Parcel 50	740 sq. ft. 1 story dwelling, masonry/wood foundation with a crawl space + 1 shed	1950	\$
13	2251 Reservoir St.	D-13, Parcel 47	1440 sq. ft. 1½ story Cape Cod, masonry foundation with a full basement + 1 car detached garage + 1 shed + fencing	1938	\$
14	2225 Reservoir St.	D-14, Parcel 51	560 sq. ft. 1 story dwelling, masonry foundation with a crawl space + 2 sheds	1945	\$
15	2228 Reservoir St.	D-15, Parcel 52	1050 sq. ft. 1 story brick and vinyl ranch, masonry foundation with crawl space	1990	\$
16	2150 Reservoir St.	D-16, Parcel 67	Single wide mobile home, no foundation	1960s	\$
17	2565 Reservoir St.	D-17, Parcel 2	Single wide mobile home, no foundation	1970s	\$
18	2315 Reservoir St.	D-18, Parcel 41	1456 sq. ft. 1 story rambler, masonry foundation with a crawl space, 3 sheds + fence around yard	2003	\$

Mobilization cost per parcel (\$ _____) x 18 parcels =	\$
*Note: If Notices to Proceed are provided for more than one parcel at the same time, or if timing is such that equipment is mobilized once for demolition of multiple buildings, the Contractor shall be compensated for only one (1) mobilization.	
TOTAL BID	\$

2. General Requirements

The Contractor will be required to provide materials, equipment rental or subcontractors to fulfill the requirements of the contract. The Work involved in the demolition and site clearance activities, under this contract, includes demolition, removal, and disposal off-site of all:

- Structures
- Foundation and Walls
- Garages and Sheds
- Concrete Slabs
- Private interior sidewalks/walkways
- Rubbish, Trash, Junk, Tires Residential/household items
- Underground Storage Tanks and Piping
- Aboveground Storage Tanks, Piping, and Product
- Vaults
- Basements
- Footers
- Walls and Floors
- Furniture and debris found in dwelling or around property
- Fencing
- Clothesline, mailboxes, and miscellaneous poles
- Trees (directly in conflict with the removal of the listed structures here)
- Drain fields & Wells
- Utilities

All basements and excavated foundation areas shall be filled with suitable material to be followed by grading and seeding operations.

The Contractor is responsible for the removal and legal disposal in accordance with all applicable Federal, State, and local requirements of all personal property (discovered prior to the start of the demolition work) from within the dwellings units. Demolition of the structures includes the building in its entirety and clearing, grading and seeding of any area disturbed per these specifications. Contractor is responsible for obtaining an adequate stand of grass on all disturbed areas.

Unless otherwise directed or permitted by the City's representative, the Contractor shall arrange and prosecute this Work in such a manner that all highways, streets, alleys and sidewalks within and around the construction limits shall be open to normal vehicular traffic and pedestrian traffic at all times.

Asbestos abatement shall consist of the satisfactory demolition, removal and disposal of all buildings and appurtenances on each parcel so designated. Contractor shall provide the City with all documentation to verify adequate abatement of asbestos.

3. Permits

The Contractor shall be responsible for securing any and all permits required by the City of Harrisonburg and other local, State, and Federal authorities prior to the start of demolition. This shall include but is not limited to a demolition permit, all required bonds and insurance as well as all right-of-way permits and land disturbing permits.

Permit fees will be paid for by the City of Harrisonburg and are not to be included in the bid. Contractor shall coordinate with City representative.

Bonds in addition to any bid bond, performance or payment bond are the responsibility of the Contractor.

4. Time of Performance

Some structures are available for work to begin immediately. The City is still under negotiation with other properties and expects to have those structures available for work to be completed within 18-months of the first Notice to Proceed. The schedule will be based upon the City taking ownership of the properties. The City will issue a Notice to Proceed to the Contractor for each property.

The City requires that all routine work be scheduled and completed no later than 30 calendar days from the date the demolition permit is received. Time extensions for abatement must be approved by the City. The demolition permit must be submitted for review and approval within 10 working days from the date of Notice to Proceed.

Due to the residential nature of the area surrounding this work, the work must take place between the hours of 8:00 AM and 5:00 PM on regular City business days.

Contractors shall indicate at the time of award a contact person's name and telephone number for normal City working hours, 8:00 AM –5:00 PM., Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal City working hours, nights, weekends, and holidays, the Contractor shall provide a contact person and telephone number for have a voice mail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

5. Security Fencing

If excavations are left overnight, Contractor shall be responsible for erecting and maintaining an 8' chain link fence around areas being demolished and around all ground excavations in accordance with applicable law. Such fencing shall include gates for access and egress, and such entries shall be controlled by the Contractor and locked following the completion of daily operations. Contractor shall remove such temporary fencing upon completion/acceptance of the demolition work by the City.

6. Uses of Premises

The Contractor shall confine the apparatus, storage of materials, and activities of personnel on or about the parcels being worked on and properties owned by the City of Harrisonburg, in accordance with the law, ordinances, permits and the directions of the City's representative.

The work site shall be kept in such orderly fashion as will not interfere with the progress of the work or the work of any other contractor.

7. Portable Restroom Facilities

Portable restroom facilities shall be provided by the contractor, at minimum, one facility per parcel being demolished, or one per group of buildings if in close proximity to one another at time of demolition. The specific placement of the facility will be determined by the Contractor and the City's representative on a case by case basis.

8. Damages

Contractor shall take necessary precautions to avoid damage to adjacent properties.

The contractor is responsible for repairing or replacing any work damaged by his/her operations within ten (10) days after notification by the City's representative.

It is the responsibility of the contractor to report in writing, to the City's representative of any damages found prior to any work at the site.

9. Burning/ Blasting

The use of burning at the project site for the disposal of refuse and debris will not be permitted. Use of explosives will not be permitted.

10. Dust and Debris Control

Protective measures shall be undertaken to control accumulation and migration of dust and dirt in all work areas.

The spread of dust and debris shall be mitigated by Contractor to preclude the creation of a nuisance or hazard in the surrounding area. Water shall not be used for mitigation if it creates related hazards or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

Pavements shall be swept as often as necessary to control the spread of debris/mud that may result in foreign object damage potential to vehicles and other property.

11. Products – Fill Material

Contractor is required to comply with excavating, backfilling, and compacting procedures for soils used as backfill material to fill basements, voids, depressions or excavations resulting from demolition of structures, foundations, pipe trenches, and underground storage tanks.

Fill shall be placed in successive uniform layers not more than 8 inches in thickness before compaction over the entire area. Each layer shall be compacted within a tolerance of 20 percent of optimum moisture content to a density of at least 95 percent of the theoretical maximum density as determined by City representative.

Field density determinations will be performed in accordance with the requirements of AASHTO T191, with a portable nuclear field density testing device or by other approved methods. When a nuclear

device is used, density determinations for fill material will be related to the density of the same material tested in accordance with VTM-1 or VTM-12.

As the compaction of each layer progresses, continuous leveling and manipulating shall be performed to ensure uniform density. Prior to placement of subsequent layers, construction equipment shall be routed uniformly over the entire surface of each layer or the layer shall be scarified to its full depth in the area where the equipment is routed.

12. Inspection

All work and materials shall be subject to a final inspection by an authorized representative of the City. Any omission or failure as part of the City representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.

If the contract documents, the City's or his agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the City timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the City or other proper authorities, be uncovered for examination at Contractor's expense.

13. Coordination and Meetings

1. Pre-Construction Meeting: Contractor is responsible for scheduling a preconstruction meeting to review responsibilities and personnel assignments prior to the start of demolition of each parcel at a time convenient to the City. Meeting shall be held on the Project site.
2. Attendees: Authorized representatives of the City and the Contractor's major subcontractors; and other concerned parties.

14. Invoicing Procedure

The Contractor will be responsible for invoicing the City no more than monthly and to indicate on this invoice which parcels where work has been completed. The City will pay the Contractor based upon completion and acceptance of the work based on the Pricing Schedule outlined in II.B.1 Properties List (Pricing Schedule/ Bid Sheet).

The City will withhold a 5% retainage for each parcel until an adequate stand of grass is established.

C. Contract Period

The contract period will commence with the issuance of Notice to Proceed for the first property until demolition work is completed and accepted for all properties, and no later than 18-months from the first Notice to Proceed.

D. Submission of Bids

All bidders must return one (1) copy of the following:

1. Signed Coversheet
2. Completed Pricing Schedule (II.B.1 Properties List (Pricing Schedule))
3. Contractor Questionnaire (VII. Contractor Questionnaire)
4. Insurance commitment to meet minimum City requirements
5. State Corporation Commission Form

Each bid must be submitted in a sealed envelope that has been plainly marked on the outside "Demolition and Site Clearing of Buildings for Reservoir Street Project," to the City of Harrisonburg Public Works Department, 320 East Mosby Road, Harrisonburg, VA 22801.

E. Bid Evaluation/ Contract Award

All items listed in this solicitation will be awarded on the basis of Lump Sum price to the lowest responsive and responsible bidder meeting all the City specifications. The City will select the Contractor based upon completion, acceptance, and approval by the City of each task outlined in the Specifications. City reserves all rights to reject any and all bids and to waive any informality in any bid.

The City reserves the right to negotiate contract terms with the successful offeror/bidder for items/services other than those specifically stated in this ITB in the best interest of the City and agreed to by the contractor. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions of a similar nature.

III. GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

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

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.

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>.

IV. Insurance Requirements

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 \$3,000,000 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 \$3,000,000. 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.
- 4.) Bid Bond: A bidder's bond or certified check in the amount of five percent (5%) of the amount bid shall accompany any bid in excess of \$100,000 for the bid to be acceptable.

Performance and Labor and Material Payment Bond: The Contractor shall have ten (10) days from the date of the City's request to provide a performance bond and a labor and material payment bond, in the amount of the contract price, as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The bond will be issued by a company licensed to issue surety bonds in the Commonwealth of Virginia and has an A. M. Best rating of A- or better.

v. State Corporation Commission Form

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

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

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

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

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

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Please Print)

Title: _____

Name of Firm: _____



CITY OF HARRISONBURG, VA
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(s):

#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: _____

VII. Contractor Questionnaire

1. Name of Company: _____

2. How many years experience in this type of construction and demolition work has this Bidder have?

a. As a Contractor? _____

b. As a Subcontractor? _____

3. Does the Bidder plan to subcontract any part of this work? If yes, list name, address, years experience, and type and amount of work to be performed by each subcontractor.

4. List below three (3) references for whom you have provided similar work during the past three (3) years. Include the contact person's name, address and telephone number for each of the contracts.

1) Name: _____

Address: _____

Contact: _____

Telephone: _____

2) Name: _____

Address: _____

Contact: _____

Telephone: _____

3) Name: _____

Address: _____

Contact: _____

Telephone: _____