



CITY OF HARRISONBURG
**FINANCE
& PURCHASING**

409 SOUTH MAIN STREET, 3RD FLOOR
HARRISONBURG, VA 22801
FINANCE OFFICE (540) 432-7702 • FAX (540) 432-7779
PURCHASING OFFICE (540) 432-7794 • FAX (540) 432-7779

INVITATION TO BID (ITB) COVER PAGE

ISSUE DATE: September 14, 2022	INVITATION TO BID NUMBER: 2023009-PW-B	FOR: Bulk De-Icing Salt
DEPARTMENT: Public Works	DATE/TIME OF CLOSING: October 6, 2022 on or before 3:00pm local time	CONTRACT ADMINISTRATOR: Bobby Crawford, Jr., Street Superintendent
DATE/TIME LAST DAY FOR QUESTIONS: September 29, 2022 on or before 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 #: _____

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:

☐ eVA Website ☐ Bid Room (Please List) _____
☐ The Daily News Record Newspaper ☐ Notified by City Directly ☐ Other (Please List) _____

****Complete & return this document 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 contractor's (Bidders) to furnish and deliver bulk quantities of sodium chloride (rock salt) with an anti-caking additive for use as a pavement deicer. The City estimates approximately 2,000 tons of deicing salt will be needed for the 2021-2022 winter. (Note: This is just an estimated amount and is not guaranteed.)

2.0 BACKGROUND

The City of Harrisonburg is an independent city located in the central Shenandoah Valley region of Virginia. It is the county seat of Rockingham County and encompasses 17.3 square miles, serving a population of approximately 55,000. Harrisonburg is located along Interstate 81 and is only two hours away from both Richmond, Virginia and Washington, D.C. Harrisonburg is home to two university campuses – James Madison University and Eastern Mennonite University – as well as numerous other businesses, non-profit organizations and a vibrant downtown.

3.0 SPECIFICATIONS

Dry sodium chloride is the City's primary snow-removal and ice-control chemical. All material must meet the specifications defined herein. All specifications are from the Virginia Department of Transportation (VDOT).

Bidder shall submit a Letter of Assurance on company letter head that affirms all product meets specifications stated here within. Letter of Assurance shall be submitted with bid submission documents.

3.1. SPECIFICATIONS FOR SODIUM CHLORIDE

The sodium chloride shall conform to the requirements of AASHTO M 143, Type I, Grade I (most recent revision). All material furnished shall be (1) uniform in appearance, free-flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps, and free water as further described below.

3.2. INSPECTION & TESTING OF MATERIALS

All shipments will be subject to visual inspection at destination at the time of unloading. Sodium chloride will arrive at the destination in a free-flowing and usable condition. Any shipment deemed to be unusable because of excessive water, oversized material, excessive caking or reduced sodium chloride content may be rejected at the discretion of the Contract Administrator or his designee. A sample may be taken for testing.

The City reserves the right to test any and all material received. Testing variances shall be as follows:

- The moisture content shall not exceed 3%. Any material with a moisture content in excess of 5% will be rejected.
- When sampled at the destination, the 5% tolerances on the 3/8" (9.5 mm) sieve will be permitted. All plus 3/8" material must have 100% passing the 1/2" (12.5 mm) sieve. All plus 1/2" material will be rejected.
- The bulk load of sodium chloride shall contain an anti-caking additive uniformly distributed. The additive and the proportion used will be indicated on the manufacturer's bid.
- The sodium chloride may be tested externally according to Virginia Test Method VTM-28. All samples containing a sodium chloride content less than 92% will be rejected.

3.3. REJECTION OF MATERIALS

Any material delivered which contains lumps, foreign matter or free water shall be rejected. Any material not meeting the City's specifications and/or standards as stated herein shall be rejected at the City's discretion. If the material is rejected and is still in the contractor's possession, then the material rejected shall be returned to the contractor and replaced within 48 hours at no cost to the City. In the event the material has been loaded or dumped prior to rejection it shall be immediately reloaded or removed by the contractor within 48 hours of notification of rejection. Failure to remove the material will result in liquidated damages in the amount of \$242.25 per hour for removal and hauling by City forces, and an additional daily \$10.00 per ton for storage of the material.

3.4. DELIVERY

- 3.4.1. The City of Harrisonburg has two (2) storage facilities, one located at 320 E. Mosby Road, Harrisonburg, VA 22801 and one located at 901 Chicago Avenue, Harrisonburg, VA 22801.
- 3.4.2. The successful bidder will be required to deliver the complete order within at least ten (10) working days after the City receives order confirmation back from the contractor. If delivery is not made within the scheduled time and it becomes necessary for the City to secure its needs from another source, the contractor or shall be liable for any additional expense(s) if the other source's pricing is higher than the City's contracted price. The City reserves the right to bill the contractor for this amount or deduct it from the contractor's pending invoices.
- 3.4.3. Deliveries shall be made during regular working hours when possible and will be accepted at other times only when prior arrangements have been approved by the Contract Administrator or his designee. Regular working hours are defined as Monday through Friday, 7:30am to 3:00pm, local time, except City holidays or other days otherwise agreed upon by the Contract Administrator.
- 3.4.4. All deliveries shall be accompanied by a delivery ticket which shall be required to be signed by a City representative. Delivery tickets shall indicate gross, tare, and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. All weight tickets must be automatic print-out type or if weight inserted manually, the ticket must carry a certification that weight is correct.
- 3.4.5. All truck shipments shall be accompanied by a delivery ticket showing the material has been weighed on scales approved by the Weights and Measures Regulatory Section of the Virginia Department of Agriculture and Consumer Services or similar agency in other states. The ticket must be signed by the scales operator. Tickets can be preprinted with this statement or a rubber stamp may be used which would read as follows:

"The material shipped on this ticket has been weighed on approved scales in accordance with Virginia Department of Transportation Specification.

Signature: _____
Title: _____ "

- 3.4.6. The delivery ticket must include the legal load limit on the truck hauling material to the City. The City will refuse to pay for materials that exceed the legal load limits of the truck.

The excess weight will be deducted from contractor's invoice. Where excess weight is noted, it will be recorded on the delivery ticket that is signed and given to the driver.

- 3.4.7. Weights of vehicles hauling into Virginia will be checked at the most convenient set of VDOT owned truck scales or the VDOT portable scale units.
- 3.4.8. The City reserves the right to weigh truck shipments before and after loading. Weights will be checked at random for accuracy of the delivery ticket weights. The City reserves the right to require any truck to go to the certified scale located at the Harrisonburg Recycling Center on Beery Road or any other scale location to check weights at no additional cost to the City.
- 3.4.9. All loads are to be properly covered with a waterproof covering to ensure that all material will arrive at destinations in a free-flowing, usable condition.
- 3.4.10. No payments will be made for any load for which a delivery ticket, signed by a City representative, cannot be produced.
- 3.4.11. All deliveries shall be FOB Destination. Bid price shall include cost of delivery/freight and all related surcharges or handling fees.
- 3.4.12. A minimum of 48-hours in advance notice is required before delivery. The City will assist with unloading if requested in advance.
- 3.4.13. The contractor will be responsible for removing any material from the City's storage building that is caked upon delivery or becomes caked within two (2) months of delivery. Any associated costs for removal of the material is the responsibility of the contractor.

3.5. ORDER QUANTITIES

The City estimates approximately 2,000 tons of deicing salt will be needed for the 2021-2022 winter. (Note: This is just an estimated amount and is not guaranteed.) The City intends to place orders for quantities as needed. These requirements are estimates only and the City reserves the right to increase or decrease these quantities at any time.

3.6. PRICE REDUCTION DUE TO MATERIAL NON-CONFORMITY

Delivered material not conforming to this specification may be subject to a price adjustment or rejected and returned at the producer's option. Material not conforming to this specification and not returned will be subject to a price adjustment schedule at the discretion of the Contract Administrator or his designee.

- A 2% reduction in the unit contracted price for each 1% moisture above 3%. Any shipment in excess of 5% will be rejected.
- A 2% reduction in the unit bid price for each 1% of deviation from the specified gradation on the 3/8 (9.5mm), #4 (4.75mm), #8 (2.36mm), and the #30 (600 micron) sieves.
- A 2% reduction in the unit contracted price for each percent the sodium chloride is below 95%. Any material with a sodium chloride content of less than 92% will be rejected.

3.7. MSDS/GHS SHEETS

Contractor shall provide Material Safety Data Sheets (MSDS) / Globally Harmonized System (GHS) SDS for the de-icing salt, caking additive and any other relevant chemicals provided by the contractor. Documents shall be provided to the Contract Administrator prior to or at the time of first delivery of product and shall be updated annually at a minimum.

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

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: Bulk De-Icing Salt ITB#: 2023009-PW-B**". Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making bid to the City shall be borne by the bidder.

Bidders shall provide one (1) paper copy of the bid documents. If proprietary/confidential information is identified (Attachment B), Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested. Redacted copy should be provided in electronic PDF format on CD or thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

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 the date and time listed on the Cover Page of this ITB. 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. Bids will be publicly opened and the names of bidders will be announced along with the bid amount.

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

7.0 QUESTIONS

Questions related to the ITB or requests for clarification shall be directed to the Procurement Manager for the City of Harrisonburg, by email (Questions@harrisonburgva.gov). 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. All questions must be received no later than the date and time listed on the Cover Page of this ITB. It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.

8.0 AWARD OF CONTRACT

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

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

9.0 CONTRACT TERM

The subsequent contract will be a firm-fixed price contract for an initial one (1) year term, beginning on November 1, 2021. The fee(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The City shall have the option to renew the contract for four (4) additional one (1) year terms. Changes in cost for subsequent renewals will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request.

10.0 PAYMENT TERMS

City shall pay Net 30 upon City's receipt of material in good condition, quality and quantity.

ATTACHMENT A. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (REV. 09-20-19)

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: **2.2-4316** 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 small, women-owned, minority-owned, or service disabled veteran-owned; employment services organization; or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of these entities in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of these entities 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/offeree 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/offeree 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 eVA website (www.eva.virginia.gov).~~ Due to the eVA upgrade and subsequent system shut down, all official solicitation documentation will temporarily be posted on the City's website (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/offeree 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/offeree to perform the services/furnish the goods and the bidder/offeree 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/offeree's physical facilities prior to award to satisfy questions regarding the bidder's/offeree's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeree fails to satisfy the City that such bidder/offeree 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/offers and records are available for public inspection in accordance with the VA Freedom of Information Act (VA Code 2.2-3700 et seq). ~~The City posts all Notice of Awards on eVA at www.eva.virginia.gov.~~ Due to the eVA upgrade and subsequent system shut down, all Notice of Award documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals).

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 By submitting their bids/proposals, bidders/offers 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/offers from the consequences of an error in its (bid/offers). **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** This procurement is being conducted in accordance with the provisions of 2.2-4304 Code of VA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies

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/offers 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 against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including attorney's fees, resulting from or arising out of Contractor's or its agent's and subcontractor's negligent activities or omissions, or from which the Contractor would have legal liability outside of contract.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offers 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/offers 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.

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

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a 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. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror: _____

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

**Bidder/Offeror may attach additional sheets if necessary*

☐ **Check this box if there are none.**

****Complete & return this document with bid submission.***

ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeree 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/offeree 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/offeree is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

Select one of the following boxes. The undersigned Bidder :

- ☐ is a corporation or other business entity with the following SCC identification number: _____ .
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- ☐ 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).
- ☐ 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.***
- ☐ has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The City reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

****Complete & return this document with bid submission.***

ATTACHMENT D. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

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

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

CITY / COUNTY OF _____,

STATE OF _____, to wit:

I, _____, a Notary Public, do certify
that _____ whose name is signed to
the foregoing has this date acknowledged the same before me in my City foresaid.

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

My Commission expires _____.

Notary Public

****Complete & return this document with bid submission.***

ATTACHMENT E. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT

STANDARD CONTRACT

CONTRACT #: _____

This Contract entered into [Date], 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 [goods/services] to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____ with _____ renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official solicitation (no revisions by the Contractor) dated: _____. If applicable, any Official City Addenda: #1, dated: _____;
- (3) The Contractor’s Bid/Proposal response dated _____ and the following negotiated modifications to the Bid/Proposal (if applicable), all of which 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: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

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

ATTACHMENT F. REFERENCES LIST

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

Reference #1

Company:_____Contact Person:_____

Phone #:_____Email:_____

Project:_____Dates of Service:_____

Reference #2

Company:_____Contact Person:_____

Phone #:_____Email:_____

Project:_____Dates of Service:_____

Reference #3

Company:_____Contact Person:_____

Phone #:_____Email:_____

Project:_____Dates of Service:_____

Terminated Reference (if applicable)

Indicate below a listing of at least one (1) recent client/account that has terminated your company’s services within the last three (3) years. Account(s) are preferred to be government accounts of a similar size and nature.

Company:_____Contact Person:_____

Phone #:_____Email:_____

Project:_____Dates of Service:_____

COMPANY BACKGROUND (Attach additional sheets if necessary.)

Number of Years in Business:_____

Overview of Work History, Experience & Background of Company: _____

**Complete & return this document with bid submission.*

ATTACHMENT G. INSURANCE REQUIREMENTS FORM

Contractors must have the following insurance coverages (indicated by a checkmark below) before beginning work on City premises. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

All insurers must be licensed to do business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

Additional Insured: For the following coverages, 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. Coverages include: General Liability, Professional Liability, and Builders Risk. With all policies listed below, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

All certificates of insurance are subject to approval by the City of Harrisonburg Purchasing Office. No work shall commence until the City of Harrisonburg Purchasing Office has received and approved the Contractor's certificate of insurance. Certificates of insurance may be emailed to: Purchasing@harrisonburgva.gov.

- 1.) **General Liability:** The contractor will maintain a general liability policy with \$1,000,000 combined single limits with a \$2,000,000 aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. *Additional Insured required; see notation above.*
- 2.) **Worker's Compensation:** The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. 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.) **Automobile Liability:** 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".

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: _____

****Complete & return this document with bid submission.***

Name of Bidder/Offeror: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NOTE: THIS FORM IS NOT REQUIRED OR REQUESTED TO BE COMPLETED IN THE FOLLOWING INSTANCES. IF YOU FEEL THIS FORM DOES NOT APPLY TO YOUR SOLICITATION, PLEASE SELECT ONE OF THE FOLLOWING BOXES AND RETURN THIS FORM WITH YOUR BID/PROPOSAL SUBMISSION.

- *Complete & return this document with bid submission.***

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

☐ Check this box if there are none.

City of Harrisonburg, VA - Bulk De-Icing Salt ITB (2023009-PW-B)

ATTACHMENT J. BID FORM

Bid for furnishing and delivery of an estimated quantity of 2,000 tons of sodium chloride (rock salt) with an anti-caking additive for snow and ice control for one (1) calendar year from the contract date, to the City of Harrisonburg, Virginia.

Bidder understands that all tons provided in the ITB are only an estimate and is not a guaranteed quantity. The City of Harrisonburg reserves the right to increase or decrease this estimated quantity at any time.

Bidder agrees to all of the terms and conditions, as well as all specifications, provided within this ITB document.

Bidder agrees to provide all material at the price below including all shipping:

Type of Sodium Chloride: _____ Brand Name: _____

Additive Used & Proportion: _____

BID PRICE: \$_____ (PER TON)

Contact Person for Delivery

Name: _____ ADDRESS: _____

Telephone Number: _____

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

Signature of Authorized Bidder

Date

Printed Name of Authorized Bidder

Company Name

Title

Company Address

****Complete & return this document with bid submission.***