



**CITY OF PETERSBURG, VIRGINIA
INVITATION FOR BIDS
IFB No. 09-0030**

- PROJECT TITLE:** Air Handler and Heat Pump Replacement at City Hall Annex
- ISSUE DATE:** June 15, 2009
- PERIOD OF CONTRACT:** From the date of award through July 31, 2009. Time is of the essence. All work must be completed by close of business July 31, 2009
- PREBID CONFERENCE:** A non-mandatory prebid conference and site visit will be held in the Public Works / Engineering Conference Room at City Hall Annex, 103 West Tabb Street Petersburg VA on June 18, 2009 at 9:00 a.m.
- QUESTIONS:** Questions must be submitted in writing to the Purchasing Office no fewer than seven (7) working days prior to the specified closing date. An electronic message may be submitted to purchasing@petersburg-va.org. If necessary, an addendum will be issued and posted on the City website at www.petersburg-va.org/bidrfp. It is the responsibility of the bidder to download any addenda.

SEALED BIDS WILL BE RECEIVED UNTIL 2:30 P.M prevailing local time June 23, 2009 in the Purchasing Office, City Hall Annex, 103 West Tabb Street, Petersburg VA 23803 and immediately thereafter be opened in public.

If you are an individual with a disability and require a reasonable accommodation, please notify: Purchasing Office at (804) 733-2345 or TDD (804) 733-8003 three (3) working days prior to need. Proposal packages are available in the Purchasing Office or from the City's website at www.petersburg-va.org/bidrfp.

Original Signed

**Brandon C. Martin
Purchasing Agent**

TABLE OF CONTENTS IFB No. 09-0030

	Page
I. <u>PURPOSE</u>	3
II. <u>SCOPE OF WORK – SPECIFICATIONS</u>	3
III. <u>PREBID CONFERENCE</u>	4
IV. <u>GENERAL TERMS AND CONDITIONS</u>	4
V. <u>SPECIAL TERMS AND CONDITIONS</u>	14
VI. <u>METHOD OF PAYMENT</u>	16
VII. <u>ATTACHEMENTS</u>	16

INVITATION FOR BIDS No. 09-0030
AIR HANDLER AND HEAT PUMP REPLACEMENT AT CITY HALL ANNEX

I. PURPOSE

The Purpose of this IFB is to establish a firm fixed price, from qualified contractors, for the purchase and installation of one (1) fifteen (15) ton air handler and associated fifteen (15) ton heat pump, refrigerant lines and associated equipment at City Hall Annex, 103 West Tabb Street, Petersburg VA in accordance with the specifications, terms and conditions stated herein.

II. SCOPE OF WORK – SPECIFICATIONS

1. Remove existing the fifteen (15) ton air handler, heat pump and refrigerant lines and properly dispose of same.
2. Install in existing locations one (1) American Standard fifteen (15) ton Air Handler with thirty (30) kw heater 120/208 volt 3 phase and one (1) American Standard fifteen (15) ton Heat Pump 120/208 volt 3 phase, using R22 refrigerant.
3. Install one (1) digital seven (7) day programmable thermostat with lock at current thermostat location.
4. Line set per manufacturer recommendation.
5. Install new smoke detector to heat pump, being checked and approved for operation.
6. Modify existing duct work to accept new unit, sealing and insulating all new and modified ductwork as well as any existing uninsulated ductwork.
7. Replace all low voltage control wiring.
8. Reconnect all associated line voltage.
9. Install moisture indicator on refrigerant line.
10. All refrigerant lines shall be brazed with 15% Silver Solder and leak tested.
11. Nitrogen test on refrigerant line to 200 lbs. for 24 hours.
12. Evacuate system to 500 microns or better.
13. Start, test and check system in all modes for proper operation (heat pump, cool, emergency heat).
14. Include a minimum of a one (1) year warranty on manufacturer's parts and labor, and a five (5) year warranty on compressor and coils. An option on the bid response sheet requests an extended manufacturer's parts and labor warranty.

15. Obtain all necessary permits and inspections. All associated costs will be included within the bid amounts.

16. Provide two sets of manufacturer's specifications, maintenance manuals, and parts lists necessary for the operation and maintenance of the installed equipment, copies of all warranties for the equipment, and a clean set of reproducible "as installed" drawings and wiring diagrams.

17. Provide a one hour training session covering system operation and a fifteen minute training session covering thermostat operation.

18. All work shall meet or exceed manufacturer's specifications and applicable building codes.

III. PREBID CONFERENCE

A non-mandatory prebid conference and site visit will be held in the Public Works / Engineering Conference Room at City Hall Annex, 103 West Tabb Street Petersburg VA on June 18, 2009 at 9:00 a.m. Prospective bidders are strongly encouraged to attend.

IV. GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

IMPORTANT – READ CAREFULLY BEFORE SUBMITTING BID

These General Terms, Conditions and Instructions are required for all sealed and unsealed solicitations issued by the City of Petersburg.

1. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official City form provided for that purpose 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 non-responsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery.

2. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the Purchasing Office no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Office. All addenda are downloadable from the City web site www.petersburg-va.org/bidrfp. Each bidder is responsible for determining that all addenda have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule / Bid Response or by returning a copy of each addendum, signed. Failure to do so may result in rejection of the bid. All addenda shall become part of the solicitation and any resulting contracts.

3. **QUALIFICATIONS OF BIDDERS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the City that such bidder is properly qualified to

carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their 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.

5. **BIDDING PROCEDURE:**

A. Bids on separate bid invitations must not be combined on the same form or placed in the same envelope. Such bids may not be considered.

B. All bids submitted shall have included in the price the cost of any business or professional licenses, permits or fees required by the City of Petersburg or the Commonwealth of Virginia.

C. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid.

D. Envelopes containing bids will be sealed and marked in the lower left hand corner with the invitation number and date and hour of opening of the bid. Failure to do so may be cause for rejection.

E. If unable to bid, please sign and return the bid response form by return mail, advising reason for not submitting quotation.

F. All forms, blanks and questions must be completed. Failure to do so may be cause for rejection of bid.

G. The Purchasing Office will neither accept oral bids nor accept bids received by telephone, fax, telegraph or e-mail. Bid responses shall be submitted using the Bid Response Form, attached.

H. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid conference and/or the advertised bid opening, the conference and/or opening date will default to the next open business day at the same time and location.

6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be binding for thirty (30) days from the date of opening, unless extended by mutual consent of the parties.

7. **PRICES:** Unless total sum price is specifically requested, unit and extended prices should also be given. Failure to do so may cause bid not to be considered. In case of error in extension of prices in the bid, the unit prices shall govern.

8. **PATENTS, COPYRIGHTS, AND TRADEMARKS:** By submission of bid, the bidder certifies that the merchandise to be furnished will not infringe on any valid patent, copyright, or trademark, and the successful bidder will, at his own expense, defend any and all actions or suits charging such infringement, and will save the City, its officers, employees, and agents harmless from any and all liability, loss or expense incurred by any such infringement.

9. **BRAND NAMES OR APPROVED EQUALS:**

A. The items called for in this bid have been identified by a "brand name or approved equal" description. Such identification is intended to be descriptive, but not restrictive, and is to indicate the standard of quality and characteristics of products that will be satisfactory. Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award provided such products are clearly identified in the bid response and documentation of its equivalency is included with the sealed bid, and the City of Petersburg makes one of the following determinations:

1. The product fully meets the salient characteristics requirements referenced in the bid, or
2. The product meets materially all characteristics of the specified item in the bid.

B. Unless the bidder clearly indicates in the bid that he is offering an "equal" product, such bid will be considered as offering the brand name products referenced in the bid.

C. If the bidder proposes to furnish an "equal" product, the brand name and model number of the product to be furnished shall be inserted in the space provided in the bid. The bidder shall submit prior to or with the sealed bid a true and exact sample for each "equal" product so noted in the bid. The evaluation of bids and the determination as to equality of the product offered will be the responsibility of the City of Petersburg and will be based on information furnished by the bidder on his bid.

10. REQUIREMENTS CONTRACTS:

A. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City of Petersburg as to any minimum or total amount that may or may not be purchased from any resulting contracts.

B. The City reserves the right, at its sole option, to renew the contract for consecutive terms.

C. The City reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.

D. The City may award a bid to a single contractor or to multiple contractors.

E. The City reserves the right not to renew the contract at the end of the initial term or any subsequent term.

F. The City reserves the right to terminate the contract upon written notice to the contractor(s).

G. In the event that a requirements contract is awarded for goods and/or services, the City reserves the right to bid individual bulk purchases if the City deems it will best serve its interest.

H. It is understood and agreed to between the parties in a resulting contract that the City of Petersburg shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.

I. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

J. The City has the right to extend this contract up to and not to exceed one hundred eighty (180) days following the last term of renewal.

11. **DESCRIPTIVE MATERIAL:** The Purchasing Office is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder shall furnish as part of his bid all descriptive material (such as catalog cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Office to: (A.) determine whether the product offered meets the salient characteristic requirements of the bid, and (B.) establish exactly what the bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

12. **MATERIAL SAFETY DATA:** A material safety data sheet (MSDS) is required to be submitted to the City, for all chemicals proposed to be furnished in the performance of the services, or the provision of goods, which are the subject of this procurement transaction. The MSDS must list all ingredients which constitute more than one percent (1%) of any product, or more than one-tenth percent (0.1%) for any known or suspected carcinogens. The MSDS must identify each product by its common or chemical name, provide physical and chemical characteristics of any hazardous materials or hazardous components, list any known acute or chronic health effects, specify exposure limits, and list any necessary or recommended precautionary measures and emergency and first aid procedures.

13. **SAMPLES:** Samples of items, if requested, shall be furnished without charge and if not destroyed shall, upon request within sixty (60) days after the bid opening, be returned at the bidder's expense. After sixty days, unclaimed items will become the property of the City of Petersburg.

14. **TIME and POINT OF DELIVERY / DELIVERY TERMS:** Time of proposed delivery should be stated in number of calendar days. General terms such as "stock", "immediately", and "as soon as possible", may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making the award. All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making an award to the bidder. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

15. **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.

16. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for F.O.B. 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.

17. **TAXES:** (A) All bids shall be submitted exclusive of direct Federal, State and Local Taxes. However, if the bidder believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid price. Tax exemption certification will be furnished upon request. (B) The City is exempt from payment of Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of exemption will be furnished upon request.

18. **AWARD CRITERIA:** The award may be made by the City to the lowest responsive and responsible bidder or bidders, as applicable, on a per item basis, group of items, or grand total bid, whichever is in the best interests of the City. The City reserves the right to enter into any contract deemed to be in its best interest, including the award of multiple contracts.

The following factors in addition to price (as they apply) shall be a consideration in the award decision:

A. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include additional references, prior to any such award. The City may contact all references furnished by bidders. The right is further reserved by the City to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the City, a bidder is determined to be non-responsible as a result of any investigation conducted by or for the City, award will not be made to that bidder.

B. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the City.

C. The timely completion of previous contracts for services or the timely delivery of past orders for goods.

D. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

E. The City reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the City in determining bidder's capabilities of successfully administering the contract.

F. The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.

G. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.

H. Timely delivery of goods or timely completion of services as stated by bidder.

I. Substantial compliance or noncompliance with specifications set forth in bid as determined by the City.

J. Inventory capability as it relates to a particular bid.

K. Results of product testing.

The successful bidder will receive a Purchase Order or Contract. In accordance with Virginia law, notice of award will be posted on the Purchasing Bulletin Board in the City Hall Annex. Bid results will be posted on the City web site. Requests for bid results must be made in writing and a self-addressed stamped envelope is required. The City reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. Bids making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

19. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties that the City shall be bound hereunder only to the extent of funds appropriated and available or which may hereafter become appropriated and available for the purpose of this agreement.

20. **BILLING and PAYMENT:** The Contractor shall submit itemized invoices in duplicate identifying each item billed by the item number used beside each item in this invitation, and the contract number assigned this contract upon its award. It is further understood and agreed between the parties to any agreement resulting from this bid invitation that the City

shall not be obligated to purchase or pay for commodities, supplies, equipment or services covered by this agreement unless and until they are ordered, delivered or performed.

21. FINANCE CHARGES: Finance charges imposed by the Contractor on any invoice shall not be paid by the City.

22. PAYMENT OF SUBCONTRACTORS: The Contractor agrees to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by a subcontractor under this contract:

A. Pay the subcontractor for the proportionate share of the total payment received by the Contractor attributable to the work performed by the subcontractor under this contract; or

B. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (B) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the City, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The Contractor shall 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-tiered subcontractor.

23. GENERAL GUARANTY: Contractor agrees to:

A. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of the contract for which the contractor is not the patentee, assignee, licensee or owner.

B. Protect the City against latent defective material or workmanship and to repair or replace any goods damaged or marred in transit or delivery.

C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her work or to the work of other contractors, for which his or her workers are responsible.

D. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City.

E. Protect the City from loss or damage to City owner property while it is in the custody of the Contractor.

24. SERVICE CONTRACT GUARANTY: Contractor agrees to:

A. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided the City may reduce the said services at any time.

B. Enter upon the performance of services with all due diligence and dispatch, assiduously press to complete performance, and exercise therein the highest degree of skill and competence.

C. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

D. Allow services to be inspected or reviewed by and employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the contract.

E. Stipulate that the presence of a City Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

25. CHANGES TO THE CONTRACT: 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.

26. ASSIGNMENT OF THE CONTRACT: The contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

27. TERMINATION FOR DEFAULT: The Contractor shall be considered in default if he fails to perform in accordance with the terms of the contract. In such event, a "notice to cure" will be issued advising the Contractor that the non-performance is a breach of contract and if not corrected immediately upon notice, the City may terminate the contract and hold the Contractor responsible for any excess costs; except where non-performance was caused by an act of war, order of legal authority, act of God or strikes, or other unavoidable cause not attributed to the fault or negligence of the Contractor. The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain any of the insurance coverages required herein.

28. CANCELLATION: The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

29. BANKRUPTCY: If Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate this contract and procure such goods or services from other sources. In such event, Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.

30. INDEMNIFICATION: The Contractor shall indemnify, defend, reimburse and hold the City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal state or municipal law or ordinance, or other cause, in connection with the negligent or intentional acts or omission of the Contractor, its employees, subcontractors or agents, or on account of the negligent performance or character of the work performed in breach of applicable standards of care, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. It is understood that the Contractor shall at its own expense, upon written request by the City, defend any such suit or action brought against the City, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

31. SMALL BUSINESS, and MINORITY-, WOMEN-, and SERVICE DISABLED VETERAN-OWNED BUSINESS: The City of Petersburg actively solicits small, and minority-, women-, and service disabled veteran-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the City's Bidder's Mailing List, you may request application for inclusion on the list. Please contact the Purchasing Office at (804) 733-2345 and request an application, or download one from the City's website www.petersburg-va.org.

32. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS: The City of Petersburg does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the *Code of Virginia*.

33. 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.

34. ANTI-DISCRIMINATION: By submitting their bids, bidders 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 *Code of Virginia*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded

with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. 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.

2. 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.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. 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.

35. IMMIGRATION REFORM & CONTROL ACT OF 1986: By submitting a bid, bidders 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.

36. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the City of Petersburg will be used in product literature or advertising. The Contractor shall not state in any of its advertising, product literature or web site that The City of Petersburg has purchased or uses any of its products or services, and the contractor shall not include The City of Petersburg in any client list in advertising and promotional materials.

37. GOVERNING LAW: Any contract resulting from this solicitation shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for the City of Petersburg.

38. PRECEDENCE OF TERMS AND CONDITIONS: Any and all Special Terms and Conditions contained in this solicitation that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.

39. SEVERABILITY: Should any provision of this contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if the contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of the contract without including therein such provision(s) which may for any reason hereafter be declared invalid.

40. SURVIVAL: Any provision of this contract which contemplates performance subsequent to any termination or expiration of this contract, including, without limitation, the provisions of Guaranty, Contractual Disputes, Indemnity, and Audit, shall survive any termination or expiration of this contract and shall remain in full force and effect according to their terms.

41. NON-WAIVER: The failure of the Contractor or City to exercise any right, power or option arising under this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by the Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

42. DEBARMENT STATUS: By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the City 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.

43. 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.

44. PROPRIETARY INFORMATION: Ownership of all data, materials, exhibits, and documentation originated and prepared for the City pursuant to the solicitation shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act, Code of Virginia* Section 2.2-3700 et seq.. Section 2.2-4342 F of the *Code of Virginia* states: "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*; 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." Bids/proposals not in compliance with section 2.2-4342 F will be subject to disclosure.

45. REGISTERING OF CORPORATIONS: Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the *Code of Virginia* from the State Corporation Commission. The consequences of failing to secure a certificate of authority are set forth in Section 13.1-758 of the *Code of Virginia*.

46. CONTRACTUAL DISPUTES: Contractual claims, whether for money or other relief, shall be submitted by the contractor in writing no later than sixty days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time

of the occurrence or beginning of the work upon which the claim is based. The City shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in the Virginia Public Procurement Act.

47. **AUDIT OF CONTRACTOR RECORDS:** The City reserves the right to audit all contractor records in contracts where payments are based on Contractor's records of time, salaries, materials, or actual expense.

V. SPECIAL TERMS AND CONDITIONS

1. **CONTRACTOR REGISTRATION:** See Appendix for required form to be completed and returned with Bid.

2. **INSURANCE:** The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect the contractor and the City from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the City, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. 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 contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract.. The Contractor shall furnish a Certificate of Insurance, naming the City of Petersburg as an additional insured. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish as a minimum the hereinafter coverages and limits, and on forms and of companies which are acceptable to the City Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Petersburg must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.

Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the City will execute the contract. In particular, we would call your attention to the following:

A. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name the "City of Petersburg" as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "Description" where the language may be inserted as follows: the "City of Petersburg is additional insured" *or that* the "City of Petersburg is additional insured with respects to General Liability; and/or Umbrella Liability policies".

B. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows: "Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the City." NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words "endeavor to" in the second line and by striking the clause reading "but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." OR In lieu of modifying the cancellation clause, the City of Petersburg may be listed an additional insured by an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to the City of Petersburg. The endorsement should be on a separate form and attached to the certificate.

C. The Certificate Holder should be listed as:

The City of Petersburg
c/o Purchasing Office
103 West Tabb Street
Petersburg VA 23803
Contract No. _____

D. Certificate of Insurance must be signed.

3. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The City will not assume and responsibility for receiving shipments. Contractor will check with the City and make necessary arrangements for security and storage space in the building during installation.

4. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the City's use, and shall include all applicable freight and installations charges; extra charges will not be allowed.

5. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the City's representative that the work is fully operational and in compliance with

contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

6. INSPECTION OF JOB SITE: My signature on the Bid response constitutes certification that I have had the opportunity to inspect the job site to determine the conditions under which the work must be accomplished. Claims as a result of failure to inspect the job site will not be considered by the City.

7. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

8. REFERENCES: Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

9. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the City. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the City the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

10. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the City's satisfaction at the contractor's expense.

11. POINT OF CONTACT: The point of contact for the City for this project is Ronnie Wells, of Buildings & Grounds. The main phone number is 804-733-2411.

VI. METHOD OF PAYMENT: Payment shall be made upon final acceptance of the work. Invoice is to be submitted to Public Works – Buildings & Grounds, 1898 Midway Avenue, Petersburg VA 23803.

VII. ATTACHMENTS:

Exhibit A: Contractor Registration

Exhibit B: Bid Response Sheet

CONTRACTOR REGISTRATION

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

Submitted by: _____

(For individual trading in his individual name) _____

(For use by an individual trading under a trade name) _____

Trading as: _____

(For use by Partnership) _____
(Partnership name)

By: _____
(Partner)

(For use by Corporation) _____
(Corporate Name)

By: _____
(Indicate Official Position)

Address: _____

Telephone#: _____

RETURN THIS FORM WITH BID RESPONSE

BID RESPONSE SHEET

Gentleman:

The Bidder declares that he has examined the site of the work and Specifications for Air Handler and Heat Pump Replacement at 103 West Tabb Street, Petersburg.

The Bidder proposes and agrees to furnish all material, equipment, machinery, tools and necessary labor to perform all operations necessary to execute and complete the work required for the project in accordance with the Specifications, together with Addenda numbered _____ issued during the bidding period and hereby acknowledge, subject to the Terms and Conditions of the Agreement.

BASE BID

Lump Sum Price to Replace Units and furnish a one (1) year warranty on manufacturer's parts and labor and a five (5) year warranty on the compressor and coils, complete by July 31, 2009.

\$ _____

OPTION FOR BASE BID WITH EXTENDED WARRANTY

Lump Sum Price to replace Units and furnish a _____ (____) year warranty on manufacturer's parts and labor and a _____ (____) year warranty on the compressor and coils, complete by July 31, 2009.

\$ _____

Respectfully submitted,

Contractor

Address

_____ Telephone _____ FAX _____ Date

Signature: _____

Printed Name: _____

Title: _____

RETURN THIS FORM