

INVITATION FOR BID # 16-01

TOWN OF CHRISTIANSBURG
PURCHASING DEPARTMENT
100 EAST MAIN STREET
CHRISTIANSBURG, VA 24073

DATE	PROJECT	BID OPENING DATE AND HOUR	SEALED BID
May 26, 2016	Depot Street Sidewalk Replacement Program TOC # 02073, VDOT UPC 107288	June 17, 2016 2:00PM	Yes

ADDRESS ALL INQUIRES
AND CORRESPONDENCE TO:
Town of Christiansburg Purchasing Dept.
100 East Main Street
Christiansburg, VA 24073
Ronda London, Purchasing Coordinator
Telephone Number: (540) 382-9519
Fax Number: (540) 382-3762
e-mail address:
rlondon@christiansburg.org

SPECIAL INSTRUCTIONS

1. Mandatory Pre-Bid Meeting to be held on Tuesday, June 7, 2016 at 2:00pm, local prevailing time.
2. **Sealed Bid** responses should be returned in an envelope with the bid number and opening date indicated on the outside of the envelope.
3. Responses must be submitted on this form.
4. Responses should be signed below.
5. Responses will be received in the Town of Christiansburg Purchasing Department, at the address listed above, until the bid opening date and hour or, if specified, the bid return date and hour shown above.
6. Contact the Purchasing Department for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
7. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED BY THE TOWN OF CHRISTIANSBURG IN THE BODY OF THE BID.
8. Town of Christiansburg Terms and Conditions, set forth herein as Exhibit A. No exceptions shall be taken to this Exhibit A.

COMMODITY: Sidewalk Replacement					
NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	Mobilization	1	LS		\$ _____
2.	Detectable Warnings	1	EA		\$ _____
3.	Topsoil & Seed Along Edge of Walks	1	LS		\$ _____
4.	Concrete Sidewalk Demolition	481	SY		\$ _____
5.	Concrete Sidewalk Replacement	481	SY		\$ _____
6.	4" Base Stone	425	Ton		\$ _____

IN ACCORDANCE WITH THIS INVITATION FOR BID AND SUBJECT OF ALL TERMS AND CONDITIONS IMPOSED HERIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICES OFFERED.

FULL LEGAL NAME (PRINT)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		TERMS NET 30
CONTACT NAME/TITLE (PRINT)		SIGNATURE (INK)		DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE NUMBER		FAX NUMBER

1. Scope of the Work
The work shall consist of the replacement of approximately 481 square yards of sidewalk, including: typical 4" thick sidewalk, some concrete removal and associated restoration work at various locations as shown on the attached list (Exhibit B).
2. Bidder Qualifications
Prospective bidders will be those contractors currently holding a valid VA Contractor's License (Class A). Bidders must be able to show proof of completion of a similar project.
3. Inspection of the Premises
All contractors, prior to submission of their bid, shall inspect the premises where the sidewalk is to be placed. The submission of a bid shall constitute acknowledgment by the contractor that he has familiarized himself thoroughly with all phases of the contemplated project.
4. Quality of the Work
All work shall be in accordance with VDOT's Road and Bridge Standards for sidewalks, entrances and ADA Ramps and/or other requirements formerly and properly written by the Town Engineer or his authorized agent. All work shall be subject to inspection by the Town's Engineer's Office and shall meet recognized standards of good workmanship. Unacceptable work shall be promptly removed and replaced by the contractor at his expense with no additional costs incurred by the Town.
5. Staking/Sidewalk Grade
Generally, the new sidewalk will be set at the same grade as the existing (damaged) sidewalk unless there are areas that are raised or recessed by tree roots or service connections.
6. Saw Cutting/Removal of Existing Concrete
In some cases the existing sidewalk could be sawcut rather than remove a good section of sidewalk to an existing joint. When it is necessary to remove a section of existing concrete sidewalk to provide a neat clean joint, the depth of the sawcut shall be sufficient to ensure a clean joint. All areas that are sawcut shall be washed clean immediately upon completion of the cut. Saw cutting shall be considered incidental.
7. Permits
The contractor shall obtain all necessary permits in conformance with the Ordinance Code of the Town of Christiansburg.
8. Work Schedule
Work can commence after the contractor has received the Notice to Proceed with the work. The contractor shall file his construction work schedule with the Town of Christiansburg.
9. Completion Date
This will be discussed in the mandatory pre-bid meeting.
10. Protection of the Public/Protection of Concrete
The contractor shall assume full responsibility for the protection of the public during the progress of the work and shall be responsible for any damage to any adjacent premises that resulted from the progress of the work. The contractor shall be responsible for providing & placing adequate barricades & warning lights at all locations where the work is in progress, or where new concrete requires protection. During construction the repair areas shall be well cordoned off until concrete is hard. The contractor shall be responsible for replacing newly installed squares if vandalized before concrete is hard. Areas of wet concrete shall be completely barricaded with bright plastic tape all around.

11. Right-of-way
The contractor shall confine his work to the public right-of-way unless easements have been obtained. Any other area required for equipment or material storage or for construction operations shall be the contractor's responsibility.
12. Removal of Debris
The contractor shall remove all rubbish/debris & any materials or equipment immediately upon completion of his work on the project or at shorter intervals as directed by the Engineer. The contractor will be responsible for the removal of all dropped/smear concrete on adjacent areas.
13. Restoration
Any areas disturbed by the installation of the proposed sidewalk shall be covered with 4" screened topsoil, raked, seeded, and mulched (this work shall be included in the per square foot cost of the sidewalk).
14. Notification to Adjacent Property Owners
The contractor shall be responsible for providing twenty-four hour advanced notice to the occupants of adjacent properties affected by his operations so that they will have an opportunity to make alternate plans for access to their property.
15. Adjustment of Existing Utility Valves, and Sprinkler Systems
All existing valves for water mains, including water services, gas company valves, manhole and catch basin castings, etc., shall be adjusted to meet the sidewalk elevations. The cost for this work shall be considered incidental.
16. Repair of Existing Sprinkler Systems
The contractor shall be responsible for the repair and/or replacement of materials necessary to make whole, sprinkling systems damaged during the project. In the event a sprinkler system is found to be nonfunctional or damaged prior to the project, contractor shall contact the Engineer and property owner, so that verification can be documented. No additional compensation shall be provided to the contractor for such repairs.
17. Root Removal
Where roots are encountered along the sidewalk the contractor shall be responsible for removing said roots to a minimum depth of 12 inches below the bottom of the new sidewalk. Cost for removing roots shall be included in the square foot cost of the sidewalk with no additional compensation provided.
18. Concrete Sidewalk/Misc. Concrete
Sidewalks shall be 5 feet wide and 4 inches thick using 4000 PSD concrete. Where sidewalks run through drive approaches it is required that 6 inch thick concrete be used. No chloride accelerators shall be permitted. Periodic tests may be taken on the concrete by the owner and any concrete that does not meet the latest VDOT Standard Specifications for Construction, shall be removed by the contractor. The sidewalk will have a transverse slope of 1/4" per foot, either towards or away from the road to maintain existing drainage patterns. Scored joints shall be placed every 6 feet and expansion joints every 50 feet.
19. Sidewalk Ramps and Detectable Warning Surfaces
Provide detectable warning surfaces that contrast visually with adjacent sidewalk surfaces at specified locations. Use cast in place detectable warning panel, AC 2448 CFU, Colonial Red, spec sheet located at <http://www.detectable-warning.com/products-alertcast.shtml>, on newly cast concrete. Sidewalk ramps shall be 6 inches thick and shall be constructed according to VDOT Section 308 of the Standard Specifications for Construction and Standard Plan R-28 Series. Completed work for this item as measured shall be included in the per square foot bid for concrete sidewalk.
20. Payments
Upon request the contractor shall be paid on a 30-day basis, starting from date of commencement of construction. Payment shall be for bid items as completed. Final payment shall be made after work has been completed and accepted by the Town and after a sworn statement has been submitted by the contractor that all bills for labor and material have been paid.
21. Bonds
Should the contractor's bid price for the total project be in excess of \$50,000 the contractor shall furnish duly executed performance/payment bonds.

EXHIBIT A

TOWN OF CHRISTIANBURG GENERAL TERMS AND CONDITIONS

- A. Acceptance of Bids/Proposals: Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- B. Anti-Discrimination: By submitting their bids/proposals, bidders/proposers certify to the Town of Christiansburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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 1 and 2 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.
- C. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Christiansburg 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 Town of Christiansburg under said contract.
- D. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Montgomery County, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.
- E. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Christiansburg.
- F. Availability of Funds: It is understood and agreed between the parties herein that the Town of Christiansburg shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. Bid/Proposal Pricing: The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The Town will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.

H. Changes to the Contract: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Town of Christiansburg may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Christiansburg 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 Town of Christiansburg'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 Town of Christiansburg with all vouchers and records of expenses incurred and savings realized. The Town of Christiansburg 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 Town of Christiansburg within thirty (30) days from the date of receipt of the written order from the Town of Christiansburg. 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. 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 Town of Christiansburg or with the performance of the contract generally.

- I. Claims: Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Christiansburg Office of the Town Manager, 100 East Main Street, Christiansburg, VA 24073, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2- 4363). A contractor may not institute legal action prior to receipt of the Town Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the Town to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the Town's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the Town Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
- I. Clarification of Terms: If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. Debarment Status: By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/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.
- K. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Christiansburg, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Christiansburg may have. In addition, the Town of

Christiansburg reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.

- L. 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. Ethics in Public Contracting: By submitting their bids/proposals, bidders/proposers 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/proposer, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- N. Facsimile and Email Proposals: Facsimile or email unsealed proposals received in the Town of Christiansburg Purchasing Office prior to the time and date designated for proposal submission will be accepted. It is the bidder's/proposer's responsibility to ensure these bids/proposals are received by the Town of Christiansburg Purchasing Office. Facsimile or email bids/proposals will not be accepted for sealed-proposals.
- O. Immigration Reform and Control Act of 1986: By submitting their bids/proposals, the bidders/proposers 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.
- P. Indemnification: Contractor agrees to indemnify, defend, and hold harmless the Town of Christiansburg and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town of Christiansburg or failure of the Town of Christiansburg to use the materials, good, or equipment in such manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. Late Proposals: To be considered for selection, bids/proposals must be received by the Town of Christiansburg, Purchasing, Office, 100 East Main Street, Christiansburg, VA 24073, by the designated date and hour. Bids/Proposals received in the Town of Christiansburg Purchasing Office after the date and hour designated are automatically disqualified and will not be considered. The Town of Christiansburg is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder/proposer to ensure that its bid/proposal reaches the Town of Christiansburg Purchasing Office by the designated time and hour.
- R. Mandatory use of Town Form and Terms and Conditions: Failure to submit a bid/proposal on the official Town of Christiansburg form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, the Town of Christiansburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the Town of Christiansburg may, in its sole discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- S. Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the Town of Christiansburg reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Town whenever such low bid exceeds the Town's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of

the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidders that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

T. Nondiscrimination of Contractors: A bidder, proposer, 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. 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.

U. Payment:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Christiansburg or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 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.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. 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 Town of Christiansburg 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

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

Town of Christiansburg.

- V. Precedence of Terms: The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- W. Public Notice of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town of Christiansburg will publicly post such notice on the Town of Christiansburg website (www.christiansburg.org) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.
- X. Qualification of Bidders/Proposers: The Town of Christiansburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to the Town of Christiansburg all such information and data for this purpose as may be requested. The Town of Christiansburg reserves the right to inspect bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. The Town of Christiansburg further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder/proposer fails to satisfy the Town of Christiansburg that such bidder/proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- Y. Supremacy Clause: Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the Town of Christiansburg's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.
- Z. Taxes: Sales to the Town of Christiansburg are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- AA. Transportation and Packaging: By submitting their bids/proposals, all bidders/proposers 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.
- BB. Testing and Inspection: The Town of Christiansburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- CC. Use of Brand Names: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers 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 equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer 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 Town 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 bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

SPECIAL TERMS AND CONDITONS

1. **Award:** The Town of Christiansburg will make the award on a Unit Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Town also reserves the right to reject any or all bids, in whole or in part, to

waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

2. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by the Town of Christiansburg, and shall include all applicable freight and installation charges; extra charges will not be allowed.
3. **Insurance:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. 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*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. 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 County 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.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
 - d. Automobile Liability - \$1,000,000 per occurrence.
 - e. Professional Liability - \$1,000,000 per occurrence.
 - f. Umbrella Liability - \$1,000,000 per occurrence.
4. **Maintenance Manuals:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.
 5. **Warranty (Commercial):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Christiansburg by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

EXHIBIT B

SIDEWALK SURVEY

Location	Sq Yds	Description
College St - Depot St to Depot St		
207 College St	12	(3) 5.5' x 6.5' sections on westerly side of College St
207 College St	8	(2) 5.5' x 6.5' sections on westerly side of College St
207 College St	4	(1) 5.5' x 6.5' section on westerly side of College St
207 College St	4	(1) 5.5' x 6.5' section on westerly side of College St
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207 College St	4	(1) 5.5' x 6.5' section on westerly side of College St; near Sheltman St intersection

101 College St	16	(4) 5.5' x 6.5' sections on westerly side of College St; adjacent to Hickok St intersection
95 College St	16	(4) 5.5' x 6.5' sections on westerly side of College St; adjacent to Graham St intersection
15 College St; Downtown Park	4	(1) 5.5' x 6.5' section on westerly side of College St
15 College St; Downtown Park	8	(2) 5.5' x 6.5' sections on westerly side of College St
15 College St; Downtown Park	8	(2) 5.5' x 6.5' sections on westerly side of College St
15 College St; Downtown Park	12	(3) 5.5' x 6.5' sections on westerly side of College St
15 College St; National Guard Armory	44	(11) 5.5' x 6.5' sections on westerly side of College St
15 College St; National Guard Armory	12	(3) 5.5' x 6.5' sections on westerly side of College St
106 North Franklin; Sherman's & Smithman's	8	(2) 5.5' x 6.5' sections on easterly side of College St
	188	Depot St - Route 11 to W. Main (South-bound Side)
	4	5.5' x 6.5' section @ the corner of Depot & Route 11 - Curb cut radius @ entrance to shed sales
401 Depot	8	(2) 5.5' x 6.5' sections @ entrance to Bright Services (radius & next section)
405-407 Depot	103.5	(26) 5.5' x 6.5' sections that are sunken over an inch below the back of curb
550-580 Hillcrest	65.5	(16.5) 5.5' x 6.5' sections that are mildly cracked

660 College	8	(2) 5.5' x 6.5' sections next to apartments
	4	(1) 5.5' x 6.5' section between curb cut entrances
	4	(1) 5.5' x 6.5' section settled @ curb cut radius
Depot / W. Main	20	(5) 5.5' x 6.5' sections settled & cracked @ intersection
	217	Depot St - W. Main to Route 11 (North-bound Side)
	8	(2) 5.5' x 6.5' sections that are cracked (impact)
	4	(1) 5.5' x 6.5' section cracked next to guardrail - across from College St.
	4	(1) 5.5' x 6.5' section cracked @ intersection of Depot & College
505 College	20	(5) 5.5' x 6.5' sections that are cracked adjacent to American Mulch
	4	(1) 5.5' x 6.5' exposed aggregate handicap ramp cracked - replace with A.D.A. Compliant
505 College	32	(8) 5.5' x 6.5' sections that are cracked adjacent to American Mulch
Depot / Route 11	4	(1) 5.5' x 6.5' section cracked next to curb inlet @ intersection
	76	
TOTALS	481	