



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

March 8, 2018

Dawn M. Rago
Buyer

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Roanoke, VA 24018
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INVITATION TO BID

#2018-062

Mechanical HVAC Services
for
Roanoke County General Services

Sealed Bids Due:

March 21, 2018
1:00 PM
(Local Prevailing Time)
One (1) Original
One (1) Complete Copies
One (1) Electronic Copy

INVITATION TO BID (IFB) #2018-062
Mechanical HVAC Services

GENERAL INFORMATION

The County of Roanoke, Virginia, is requesting sealed bids for the procurement of a qualified HVAC Contractor to provide an annually renewable Contract for Mechanical HVAC Services for the Department of General Services. The County of Roanoke invites any qualified Bidder to respond to this Invitation for Bid (IFB) by submitting a Bid for such work, service, and/or items consistent with the terms and conditions here in set forth. The County of Roanoke will be awarding multiple Contracts with this solicitation.

SUBMISSION OF THE BID

One (1) Original, one (1) Complete copies and, one (1) Electronic Copy (flash drive preferred), of the sealed bid will be accepted at and until **2:00 PM (local prevailing time) on March 21, 2018**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. As this is a sealed formal Invitation to Bid, faxed bids will **NOT** be accepted. Bids not received by the date and time listed above will be returned to the Offeror unopened. The bid package must be clearly marked with “**IFB #2018-062.**”

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison. Any deviations must be submitted, in writing, with your bid. Deviations discovered after bid award or material receipt, not stated in your bid, shall be grounds for disqualification and nullification of order. It is the responsibility of the Offeror to prove that the deviation is equal to the product/service specified. The County of Roanoke will make the final determination as to whether the product is equivalent.

FOR QUESTIONS REGARDING THE BID, PLEASE CONTACT:

Dawn M. Rago, Buyer
5204 Bernard Dr., SW, Suite 300F
Roanoke, VA 24018
Telephone: 540-283-8150
Email: drago@roanokecountyva.gov

INTRODUCTION

Roanoke County is the primary suburban hub of the Roanoke Valley. With roughly 1,000 employees and approximately 55 facilities, Roanoke County provides a full range of services, including police and fire protection, trash collection, general public improvements, planning and zoning management, recreation and cultural activities, economic development and general administrative support. Residents enjoy certain other services provided through joint cooperation with neighboring localities, such as airport facilities, solid waste facilities and water and sewer services.

SCOPE OF WORK

A. SPECIFICATIONS

- The Successful Bidder shall provide all labor, supervision, transportation, equipment, and tools for maintenance and repair of any minor and/or emergency Mechanical HVAC work and any other miscellaneous Mechanical HVAC work as may be required by the County.
- Successful Bidder must have sufficient employees, equipment and general tools of the trade and shall be capable of performing up to two (2) assignments simultaneously if requested.
- All work shall be accomplished in accordance with all applicable Federal, State, and Local laws, ordinances, rules, regulations, manufacturer's recommended procedures, industry standards, and codes including Virginia OSHA standards and the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order and the adopted updates during any resultant Contract.
- These specifications are a statement of the minimum level of work and services that the Successful Bidder shall provide. At a minimum, the Successful Bidder shall take all steps and measure that prudent Contractor would take to maximize the life expectancy of the property.
- All work performed under any resultant Contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.
- Upgrades or additions to the structure will require a permit prior to starting work. The Successful Bidder shall be responsible for obtaining all necessary permits.
- The Successful Bidder shall be a state registered Class "A" Contractor specializing in HVAC with the Commonwealth of Virginia Department of Professional and Occupational Regulations.
- NO ADDITIONAL CHARGES SHALL BE PERMITTED.

B. PERSONNEL REQUIREMENTS

- The Successful Bidder shall provide staff with a minimum of five (5) years' experience to perform all requested services associated with the specific disciplines. All assignments shall be completed with at least one "Lead" personnel for each discipline.
- Personnel of successful bidder should be qualified to work on the following brand name equipment: Trane, Carrier, Daikin, American Standard, Lochinvar, McQuay and other similar brands. Please list the types of Equipment on the price list below that your company is qualified to work on. Roanoke County will be awarding multiple Contracts with this solicitation. The Vendor will not be judged on only working on a few types of equipment.
- The County reserves the right to reject any of the Successful Bidder's employees who, in the County's judgment, are not adequately qualified to perform the work.

C. EQUIPMENT REQUIREMENTS

- The Successful Bidder shall have and maintain suitable modern equipment and tools necessary to perform the services that may be required under any resultant Contract.
- Typical equipment type to include: boilers, chillers, air handling units, fan coil units, split systems, cassette VRV units, roof top units, exhaust systems, tube heaters, etc.
- The County will not be responsible for any damage to the Successful Bidder's vehicles, equipment, tools, or rented or leased equipment as a result of work being performed under any resultant Contract.

D. SANITARY FACILITIES

- The Successful Bidder may have access to the County's sanitary facilities, if available, as long as there is not abuse and the facilities are left in the same manner in which they were found.

E. PARTS, MATERIALS, AND SUPPLIES

- The Successful Bidder shall be responsible for providing all parts, materials, and supplies needed to complete assigned jobs. The County reserves the right to provide parts, materials, and supplies when determined to be in the best interest of the County. All parts, materials, and supplies furnished under any resultant Contract shall be new and must be approved by the County prior to installation. All parts, materials, supplies, and workmanship, must be guaranteed for a period of ninety (90) days or the manufacturer's warranty period, whichever is greater. The Successful Bidder, at no additional cost to the County, shall make warranty repairs within this time period.

F. WORK ESTIMATES

- The Successful Bidder may be asked to provide a written estimate for each project which will be reviewed by the County, prior to starting work. If the work is deemed by the County to be an immediate response nature, the estimate requirement will be waived.
- If an estimate is requested it should include:
 - a. Estimated hours to perform the job.
 - b. Successful Bidder's hourly rates broken down by discipline.
 - c. Estimated material/parts/supplies needed.
 - d. Estimated material/parts/supplies cost.
- The Successful Bidder shall not be compensated for job assessment, travel or written estimate.
- The Successful Bidder shall furnish legible copies of all original invoices for materials, supplies or parts purchased for each project. The County will not reimburse for the purchase of material, supplies, or parts without legible copy of the purchasing receipt. The County will not reimburse for material, supplies, or parts until the item purchased has actually been used on the project.
- The County will issue a purchase order authorizing the Work once prior approval is authorized. The Successful Bidder shall not perform any work without prior approval from the County.

G. DEBRIS/WASTE DISPOSAL

- The Successful Bidder is responsible for disposal of all refuse, rubbish, scrap materials, and debris resulting from their operations. No such refuse, rubbish, scrap material or debris shall be left within the completed work area nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. The County owned dumpsters or trash containers shall be used for debris disposal. The County reserves the right to ask for old parts or equipment.

H. AUTHORIZED HOURS OF WORK

- The hours of operation and start time to begin services will be determined by the Project Manager at each location. The normal hours of operation are 7:30 a.m. to 5:00 p.m., Monday through Friday without the exception of County observed holidays.
- The Successful Bidder is not permitted to work weekends or holidays unless approval is received from an authorized County representative.

- There may be an occasion where the Successful Bidder shall work weekends, holidays, during inclement weather or hours other than listed above. If this occurs the Successful Bidder will be compensated at the overtime hourly rate per the pricing schedule with approval by the County.
- The Successful Bidder must be available (24) hours a day, (7) days a week for such emergency work determined by the County as may be needed. The Successful Bidder shall respond within (2) hours by telephone for emergency repairs and shall be on-site within (4) hours of notification by the County. These situations will be rare and the Successful Bidder shall be compensated at the overtime hourly rate per the pricing schedule with approval by the County.

I. COMMENCEMENT OF WORK

- The County must approve all work prior to commencement of any work under any resultant contract.
- The Successful Bidder and his/her personnel may have to sign in with the County's Project Manager at the work site each day before and after work to confirm labor hours. The Successful Bidder shall be required to contact the County's Project Manager by telephone at each job prior to starting work and at the conclusion of the work. The Successful Bidder shall submit a service ticket with the following information: date, time in, time out, job location, job description, and an authorized County representative's signature and submit their invoice.
- For all non-emergency services determined by the County, the Successful Bidder must respond by telephone within (2) hours and shall provide required services within (2) two days of notification. The Successful Bidder may request additional time if needed. The County will have the right to approve the extension request or deny it if the need is urgent.
- Successful Bidder shall come prepared to complete the job in the estimated time quoted.

J. INVOICING

- Invoices shall be submitted at the completion of each project. Invoices shall include the Contract number/purchase order number, itemized quantities, unit price, and extended costs based on the Contract pricing schedule. No payment will be made for work in progress on the prescribed payment dates.

K. 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, Successful Bidder shall 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 County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. The Successful Bidder 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 County of its prompt payment obligations with respect to those charges which are not in dispute.

L. FINAL INSPECTION

- At the conclusion of the work, the Successful Bidder shall demonstrate to the County that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Successful Bidder at the Successful Bidder's sole expense prior to final acceptance of the work. If a warranty issue arises the Bidder shall notify the Project Manager upon determination and allow Project Manager to make final determination of how to proceed.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS –IFB (Revised 04/2013)

READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact (540) 772-2061. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodations or assistance, which may be required for your participation.

SUBMISSION AND RECEIPT OF BIDS:

- (a) To be considered, all bids must be delivered in a sealed envelope, clearly marked with the words "BID DOCUMENTS", bid number and the name of the item being bid and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the bid opening. Failure to timely submit such bid shall disqualify the bidder and such bid will be returned to the bidder unopened. NO FAXED BIDS WILL BE ACCEPTED.
- (b) Unless otherwise specified, bidders must use the invitation to bid form furnished by the County. Failure to do so shall be grounds for rejection of the bid.
- (c) Bids having any erasures or corrections must be initialed in ink by the bidder. An authorized officer of the company must sign bids in ink. Such authorization shall be a part of the bid document. All bids must either be typewritten or printed in ink.
- (d) The original copy of the bid must not be permanently bound and one (1) electronic copy is preferred.

IMPORTANT NOTICE EFFECTIVE 3/14/2011 - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

Effective March 14, 2011, the Purchasing Division of Finance, in conjunction with the County of Roanoke, has a new and improved website. With this new website, Purchasing has gained a new bid module which will provide more information and faster downloads for the vendors interested in doing business with the County. There is a new advanced Email/Text Message notification system where vendors can sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. The current Vendor Registration to receive notices of bids and proposals will soon be phased out completely. All vendors interested in receiving these automatic electronic notifications will need to sign up in the new "**Notify Me**" and it is their responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. The address for this new website is www.RoanokeCountyVA.gov/purchasing.

Although **Notify Me** will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, bulletin board, published in the local newspaper, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

PRICES TO BE FIRM:

The bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in his bid will be firm for a period of 60 days from the date of the bid opening.
NET 30 after receipt of invoice. Price should include shipping.

INVOICES:

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County in order to receive payment. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of bids/RFPs.

PERFORMANCE BOND:

At the time of or prior to the execution of the contract, the County reserves the right to require the bidder or contractor to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

DELIVERY POINT:

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County.

CASH DISCOUNTS:

In determining the award of a bid, cash discounts for prompt payment will be considered. Discount time period computation shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

BRAND NAMES:

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The County does not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is bid, it is the vendor's responsibility to prove to the County that said product is equivalent to that specified in the bid.

QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be of the best quality available.

ACCEPTANCE OF MATERIAL:

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS:

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY:

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made at the time specified on the Invitation to Bid form, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT PROVISION:

In case of default by the contractor, the County shall have the sole discretion to procure the articles or services from other sources. The defaulting contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security.

PRICING:

In the event of discrepancy between the total pricing and unit prices, the County in its sole discretion, shall determine the bid price.

Negotiation with lowest responsible Bidder: The County of Roanoke reserves the right to negotiate with the lowest responsible bidder if the low bid exceeds available funds. This provision will be used in accordance with County Code Chapter 17 (Ord. No. 3350, S2-30, 12-14-82). State Code 2.2.4318.

COPYRIGHTS OR PATENT RIGHTS:

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The bidder agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

FEES INCLUDED IN BID PRICE:

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

TAX EXEMPTION:

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY:

The County of Roanoke reserves the right to request from the bidder, a separate manufacturer's certification of all statements made in the bid. The County may request any or all bidders to furnish proof of experience, ability and financial standing.

SIGNED BID CONSIDERED AN OFFER:

THIS INVITATION TO BID MUST BE SIGNED AS HEREIN PROVIDED. Submission of this signed invitation shall be considered an offer by the bidder or contractor to sell the items or services as required in the specifications. All bids are subject to approval by the County Board of Supervisors. In the case of default by the bidder or contractor after acceptance of a bid, the County of Roanoke may take such action, as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

NO BID:

To insure that your name remains on our bid listing, should you desire not to bid on a particular project, return the completed bid package marked with the words "NO BID". Failure

to return to the County a bid or "NO BID" may cause your name to be removed from our listing.

COMPLIANCE WITH LAWS:

The bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

ACCEPTANCE OR REJECTION OF BIDS:

The County of Roanoke reserves the right to accept or reject any or all bids/offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to bid award.

RULING LAW:

This invitation to bid and any contract executed pursuant hereto of which this invitation shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS:

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin 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. 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.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

QUESTIONS REGARDING THE BID:

Questions should be directed to:

Dawn M. Rago, Buyer
5204 Bernard Dr., SW, Suite 300F
Roanoke VA 24018
Telephone: 540-283-8150
Email: drago@roanokecountyva.gov

SPECIAL INSTRUCTIONS:

ANTITRUST:

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now 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 Roanoke County under said contract.

ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of Roanoke County.

AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this bid, the bidder certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

ANTI-COLLUSION CERTIFICATION:

By my signature on the face of this bid, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and

civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

KICKBACKS:

I certify and warrant that by my signature on this solicitation, neither I nor the bidder for whom I am authorized to act has offered or received any kickback from any other bidder, supplier, manufacturer, or subcontractor in connection with bid on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT:

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION:

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

CONTRACT:

Any contract resulting from his bid shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

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 violation 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 in accordance with this chapter, 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT:

The contractor certifies that none of the persons who will provide services on school property or requiring direct contact with students has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The contractor further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the contractor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the INVITATION FOR BID shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

INVITATION TO BID (IFB) #2018-062

Mechanical HVAC Services

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Contractor

By: _____

TITLE

NOTICE OF PROPRIETARY INFORMATION FORM
INVITATION TO BID (IFB) #2018-062
Mechanical HVAC Services

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4)12 C.F.R. 309.5(c) (4).

PRICE FORM AND SIGNATURE PAGE
INVITATION TO BID #2018-062

BIDDERS SIGNING THE BID FORM AGREE THAT THE PRODUCT BEING BID CONFORMS TO ALL SPECIFICATIONS LISTED IN THE BID. BIDDER CERTIFIES THAT BY SUBMISSION OF THIS BID, HE HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID.

DATE _____ PAYMENT TERMS NET 30

COMPANY NAME _____

ADDRESS _____ PHONE _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE / TITLE _____

NAME / TITLE (please print) _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.

REFERENCE FORM
IFB # 2018-062

Name of Entity_____

Contact _____ Title_____

Telephone _____ Length of Business Relationship _____

Name of Entity_____

Contact _____ Title_____

Telephone _____ Length of Business Relationship _____

Name of Entity_____

Contact _____ Title_____

Telephone _____ Length of Business Relationship _____

Name of Entity_____

Contact _____ Title_____

Telephone _____ Length of Business Relationship _____

Name of Entity_____

Contact _____ Title_____

Telephone _____ Length of Business Relationship _____

Name of Entity_____

Contact _____ Title_____

Telephone _____ Length of Business Relationship _____

**PRICE FORM AND SIGNATURE PAGE
INVITATION TO BID (IFB) #2018-062
Mechanical HVAC Services**

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned offers and agrees to provide all equipment, labor, and material necessary to execute and complete the work required for the project in accordance with the Services and/or Items Required, General Terms and Conditions.

DESCRIPTION	HOURLY RATE (HR)	OVERTIME RATE (OT)
Furnish and provide all equipment, labor, and material necessary to provide Mechanical HVAC services in accordance with IFB # 2018-062.	\$ _____	\$ _____

Contract shall be awarded based on Hourly/Overtime Rate.

Hourly Rate (HR) is described as Regular Working hours. Monday through Friday from 7:00 AM to 6:00 PM.

Overtime Rate is described as hours outside Regular Working hours.

Material/Parts Rate (% off retail) _____%

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.