

**Solicitation 405092,1**

Title **Furnish and Install Light Bars & Bumper Cranes on 5 HRSD Pickup Trucks - SSAUTO**  
Amendment Date **24-MAR-2021 07:38:57**  
Amendment Description **Clarification: Line Addition, Updated Specifications, Terms and Conditions; Extended Due Date to 3/26/2021**  
Due Date **26-MAR-2021 14:30:00** Award Date **Not Specified**  
Time Zone **Eastern Time**

*Please submit your response online only:*

Organization **HRSD**  
Purchaser **Austin, Terrel**  
Phone **757-460-7314**  
Email **taustin@hrsd.com**

Responses shall only be accepted online through Hampton Roads Sanitation District 's (HRSD) Oracle ERP system "iSupplier Portal" by the due date and time specified. Late responses and other types of responses shall not be accepted.

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**1 Header Information**

**1.1 General Information**

Title **Furnish and Install Light Bars & Bumper Cranes on 5 HRSD Pickup Trucks - SSAUTO**  
 Description **Contractor shall furnish and install Western Mule Bumper Cranes and Light Bars on Five (5) Ford F-350 pickup trucks with utility bodies all in accordance with the attached specifications, following requirements, terms and conditions. EQUALS SHALL NOT BE ACCEPTED**  
 Amendment Date **24-MAR-2021 07:38:57**  
 Amendment Description **Clarification: Line Addition, Updated Specifications, Description, Terms and Conditions; Extended Due Date to 3/26/2021**  
 Due Date **26-MAR-2021 14:30:00** Award Date **Not Specified**  
 Purchaser **Austin, Terrel**  
 Email **taustin@hrsd.com**

**1.2 Terms**

Ship-To Address **Auto Shop SS  
1424 Air Rail Avenue  
Virginia Beach, VA 23455  
United States** Bill-To Address **Accounts Payable  
PO BOX 5915  
Virginia Beach, VA 23471-0915  
United States**  
 Payment Terms **Net 30** Carrier **Best Way**  
 FOB **Destination** Freight Terms **Freight Prepaid**

**1.3 Requirements**

<b>General Information</b>
Number of year's business has been in operation? ..... Value Type <b>Numeric Value only</b> ..... Provide your answer below  
Number of year's experience providing/servicing same or similar goods/services? ..... Value Type <b>Numeric Value only</b> ..... Provide your answer below  
<b>Reference - 1</b>
1 - Name of Firm ..... Provide your answer below  

<b>Reference - 1</b>
<p>1 - Address</p> <p>.....</p> <p>Provide your answer below</p>
<p>1 - Contact Name</p> <p>.....</p> <p>Provide your answer below</p>
<p>1 - Title</p> <p>.....</p> <p>Provide your answer below</p>
<p>1 - Phone</p> <p>.....</p> <p>Provide your answer below</p>
<p>1 - Email</p> <p>.....</p> <p>Provide your answer below</p>
<p>1 - Describe the goods and/or services that were provided.</p> <p>.....</p> <p>Provide your answer below</p>

<b>Reference - 1</b>
1 - State the start and completion date of services provided. ..... Provide your answer below
<b>Reference - 2</b>
2 - Name of Firm ..... Provide your answer below
2 - Address ..... Provide your answer below
2 - Contact Name ..... Provide your answer below
2 - Title ..... Provide your answer below
2 - Phone ..... Provide your answer below

<b>Reference - 2</b>
2 - Email ..... Provide your answer below
2 - Describe the goods and/or services that were provided. ..... Provide your answer below
2 - State the start and completion date of services provided. ..... Provide your answer below
<b>Reference - 3</b>
3 - Name of Firm ..... Provide your answer below
3 - Address ..... Provide your answer below
3 - Contact Name ..... Provide your answer below

<b>Reference - 3</b>
3 - Phone ..... Provide your answer below
3 - Email ..... Provide your answer below
3 - Describe goods and/or services that were provided. ..... Provide your answer below
3 - State start and completion dates for services provided. ..... Provide your answer below
<b>Reference - 4</b>
4 - Name of Firm ..... Provide your answer below
4 - Address ..... Provide your answer below
4 - Contact Name

<b>Reference - 4</b>
..... Provide your answer below
4 - Title ..... Provide your answer below
4 - Phone ..... Provide your answer below
4 - Email ..... Provide your answer below
4 - Describe goods and/or services that were provided. ..... Provide your answer below
4 - State the start and completion date of services provided. ..... Provide your answer below
<b>Submittal Requirements</b>
Have you attached a copy of your proposed delivery schedule?



<b>Submittal Requirements</b>
<p>.....</p> <p>Circle one from the response values below:</p> <p>Yes No N/A</p>
<p>Have you attached your drawings?</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes No N/A</p>
<p>Have you included information about your company's experience in providing the goods/services described herein?</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes No N/A</p>
<p>Have you attached copies of your detailed product literature/documentation?</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes No N/A</p>
<p>Are you planning on using Subcontractor/s for this work? No portion of the work shall be subcontracted without prior written consent of the Procurement Office. If you are using subcontractors, you must provide name/s, qualification/s, and experience of the proposed subcontractor with your response to this solicitation.</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes No N/A</p>
<p>Have you attached a copy of your proposed work schedule?</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes No N/A</p>
<p>Have you attached a copy of your warranty statement?</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes No N/A</p>

#### 1.4 Attachments

Name	Data Type	Description
Specifications	File	Specifications
Attachments	Short Text	Attachments listed in this section are NOT viewable through this PDF. You must log into our ERP system to view these attachments.

## 2 Price Schedule

### 2.1 Line Information

Line	Item, Rev	Target Quantity (N/A)	Unit	Unit Price	Amount	Promised Date
1 Western Mule Bumper and Light Bars to outfit Three (3) Truck: 2015 Ford F-350 4x4 with Utility Body and System One Ladder Racks (see attached specifications)		3	Each			
2 Western Mule Bumper and Light Bars to outfit Two (2) Truck: 2017 Ford F-350 4x4 with Utility Body and System One Ladder Racks (see attached specifications)		2	Each			
3 Installation of Western Mule Bumper and Light Bars on Five (5) HRSD Pickup Trucks						
4 Freight costs, if applicable, must be bid as a firm fixed cost. Bids submitted with estimated freight costs shall not be accepted. If you are not charging for freight, please enter .01 for bid submission purposes only.						

### 2.2 Line Details

#### 2.2.1 Line 1 Western Mule Bumper and Light Bars to outfit Three (3) Truck: 2015 Ford F-350 4x4 with Utility Body and System One Ladder Racks (see attached specifications)

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Auto Shop SS**  
**1424 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.2 Line 2 Western Mule Bumper and Light Bars to outfit Two (2) Truck: 2017 Ford F-350 4x4 with Utility Body and System One Ladder Racks (see attached specifications)**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Auto Shop SS**  
**1424 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.3 Line 3 Installation of Western Mule Bumper and Light Bars on Five (5) HRSD Pickup Trucks**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Auto Shop SS**  
**1424 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.4 Line 4 Freight costs, if applicable, must be bid as a firm fixed cost. Bids submitted with estimated freight costs shall not be accepted. If you are not charging for freight, please enter .01 for bid submission purposes only.**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Auto Shop SS**  
**1424 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**Terms and Conditions**

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## **Terms and Conditions**

### **I. PURPOSE**

#### **A. Purpose**

The purpose of this Request for Quote, RFQ # 405092, is to solicit sealed bids to establish a contract through competitive bidding for the purchase of furnish and install Light Bars & Bumper Cranes on 5 HRSD Pickup Trucks for HRSD.

### **II. SCOPE OF WORK/DESCRIPTION OF ITEMS**

#### **A. Scope of Work/Description of Items**

The successful Contractor shall furnish and install Light Bars & Bumper Cranes on 5 HRSD Pickup Trucks for the South Shore Automotive located at 1424 Air Rail Avenue, Virginia Beach, VA 23455 in accordance with the attached specifications.

### **III. PRE-BID CONFERENCE/INSPECTION OF JOBSITE**

#### **A. Pre-Bid conference/Inspection of Jobsite**

A pre-bid conference/inspection of job site is not a requirement for this Request for Quote.

### **IV. SOLICITATION INSTRUCTIONS**

#### **A. Instructions to Bidders**

This is an HRSD Request for Quote solicitation for quotes to establish a contract through competitive bidding for the requested goods/services. THIS IS NOT AN ORDER.

#### **B. Solicitation Inquiries**

Please direct all questions concerning this solicitation to the HRSD Procurement Office Purchaser indicated in the solicitation. Direct contact with HRSD departments, other than the Procurement Office, concerning this solicitation is prohibited. HRSD disclaims any responsibility for documents distributed by other parties. Any changes to this solicitation shall be issued from HRSD's Procurement Office through HRSD's Online Oracle ERP system.

#### **C. Submittal of Responses**

HRSD only accepts responses submitted online through HRSD's Online Oracle ERP system. Failure to submit a

response through HRSD's Online Oracle ERP system will be rejected by HRSD. It is the responsibility of the Bidder to assure that their response is submitted in HRSD's Online Oracle ERP system prior to the due date and time. All times listed in the HRSD solicitation are Eastern Standard Times. Late responses shall not be accepted. HRSD shall not be responsible for late, lost responses due to an improper online submittal by Bidder.

#### **D. Technical Assistance**

If you experience difficulties logging into your account or using HRSD's Oracle ERP system, please contact [erphelp@hrsd.com](mailto:erphelp@hrsd.com) or (757) 460-7318 for assistance.

#### **E. Receipt and Opening of Solicitations**

Online responses received will be opened at the HRSD Department of Finance Procurement Office, 1434 Air Rail Ave., Virginia Beach, VA 23455 at the time stated in the solicitation. For Request for Quote and Invitation for Bid, Bidders' names and prices will be made public for the information of Bidders and others interested who may be present either in person or by representative. For Request for Proposal, only the Offerors' names shall be made public. The official or agent of HRSD, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any official or agent for the premature opening of a response not properly submitted. No decisions relating to an award of a contract shall be made at the solicitation opening.

### **V. GENERAL TERMS AND CONDITIONS**

#### **A. Announcement of Award**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, results will be available on HRSD'S web site (<https://erpprodext.hrsd.com:4443>). You must log in to the system to view this information otherwise you can find a list of all awards located on HRSD's website under Procurement Public Notices at <https://www.hrsd.com/bids-and-rfps>.

#### **B. Anti-Discrimination**

By submitting your response, Bidders/Offerors certify to HRSD 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 the *Virginia Public Procurement Act*. 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 HRSD to account for the use of the funds provided; however, if the faith-based organization segregates HRSD funds into separate accounts, only the accounts and programs funded with HRSD funds shall be subject to audit by HRSD, (*Code of Virginia*).

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 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 non-discrimination 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 the requirements of this section.
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 Contractor.

**C. Anti-Trust**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to HRSD all rights, title and interest in and to all causes of the 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 HRSD under said contract.

**D. Applicable Law and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and 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 HRSD.

**F. Authorization to Transact Business in Virginia**

By submitting a response to HRSD a contractor organized as a stock or non-stock 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 above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* 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, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.



### **G. Availability of Funds**

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

### **H. Changes**

By written notice to the Contractor, HRSD may from time to time make changes, within the general scope of the contract, in the goods or services to be provided by the Contractor, the method of shipment or packing, or the place of delivery or the place of performance. The Contractor shall promptly comply with the notice and shall make all subsequent shipments of goods and performance of services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance or the time required for performance, an equitable adjustment in the contract price and/or the time allowed for performance of the contract shall be negotiated and the contract modified accordingly by written supplemental agreement. Any claim by the Contractor for adjustment under this clause must be asserted by written notice to the purchasing agent within (30) days from the date of receipt by the Contractor of the change notice. If the parties fail to agree to an adjustment, the question of an increase or decrease in the contract price or time allowed for performance shall be resolved in accordance with the procedures for resolving disputes provided by the disputes clause of the contract. Neither the existence of a claim, a dispute, submission of the dispute to HRSD resolution process, litigation or any portion of this provision or changes shall excuse the Contractor from promptly proceeding with performance of the contract as changed by the notice.

### **I. Clarification of Terms**

It shall be the responsibility of the Bidders/Offerors to examine the entire contents of the solicitation. If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the Procurement Official whose name appears on the face of the solicitation prior to the due date. Any revisions to the solicitation will be made only by an amendment issued by the Procurement Office.

### **J. Contract Documents**

The Contract entered into by the parties shall consist of the online submittal by the Contractor through HRSD's online procurement system, HRSD's Purchase Order, General and Special Terms and Conditions, the Specifications with drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

Bidders are advised that HRSD does not sign standard contract forms which may be used by the Bidder. Your online submittal certifies the Bidder is an agent or officer authorized to bind the company to the terms and conditions of this solicitation.

### **K. Debarment Status**

By submitting their response, Bidders/Offerors certify that they are not currently debarred by HRSD or the

Commonwealth of Virginia from submitting responses 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.

**L. Default**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, HRSD, after due oral and 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 HRSD may have.

**M. Discounts**

Payment discounts shall be considered at time of payment but will not be an award factor.

**N. Disputes**

Contractual claims, whether for money or other relief, shall be submitted in writing to the issuing procurement office 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 of beginning of the work upon which the claim is based. Nothing herein shall preclude a contractor 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 payments (Code of Virginia). A contractor may not institute legal action prior to receipt of the procurement office's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the procurement office shall be final and conclusive unless the contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia.

**O. 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 contractor.

**P. Ethics in Public Contracting**

By submitting their response, all Bidders/Offerors certify that their responses are made without collusion or fraud and that they have not offered or received any kickbacks or inducement from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their solicitation/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.

**Q. Faith-based Organizations**

HRSD does not and shall not discriminate against faith-based organizations.

**R. HRSD Procurement Policy**

This solicitation is subject to the provisions of HRSD's Procurement Policy, and any revisions thereto, which are hereby incorporated into this contract in their entirety.

**S. Immigration Reform and Control Act of 1986**

By submitting their response, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**T. Indemnification**

Contractor agrees to indemnify, defend and hold harmless HRSD, its 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/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

**U. Informality**

HRSD reserves the right to waive informalities. Informality is a minor defect or variation of a solicitation or proposal from the exact requirements of the request, which does not affect the price, quality, and quantity or delivery schedule for the goods, services or construction being procured. The Chief of Procurement's decision shall be final.

**V. Invoices/Payment**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to HRSD per the "Method of Payment" section of the solicitation. All invoices shall show the HRSD 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 thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect solicitations/proposals of discounts for payment in less than thirty (30) days.
- c. All goods or services provided under this contract shall be billed by the Contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

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 HRSD for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the HRSD Procurement Office and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason. Notification to be made within seven (7) days of the Contractor's receipt of payment from HRSD.

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 HRSD, except for amounts withheld as stated in section (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 HRSD.

**W. Mandatory Use of HRSD Form and Terms and Conditions**

Modification of or additions to any portion of the solicitation may be cause for rejection of the response; however, HRSD reserves the right to decide on a case by case basis, in its sole discretion, whether or not to reject a response as non-responsive.

**X. Minority Owned Businesses Subcontracting and Reporting**

Where it is practical for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority businesses. Names of such firms may be available from the Procurement Officer. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the Procurement Office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

**Y. Non-Publicity**

Neither the Supplier/Consultant, nor any of its employees or agents shall use HRSD's name, logo, or site photographs in any format for any personal or professional marketing or public relations material or social media use without prior review and approval from HRSD's Director of Communications. These materials include, but are not limited to, advertisements, news releases, published articles, customer lists, advertorials or any other promotional purposes.

**Z. Precedence of Terms**

Paragraphs B-D, J, O-Q, T-U of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**AA. Qualifications of Bidders/Offerors**

HRSD may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the goods and the Bidder/Offeror shall furnish to HRSD all such information and data for this purpose as may be requested. HRSD reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. HRSD further reserves the right to reject any response if the evidence submitted by, or investigations of such Bidder/Offeror fails to satisfy HRSD that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**AB. Taxes**

Sales to HRSD are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. HRSD's excise tax exemption registration number is 10-546001749-001.

**AC. Testing/Inspection**

HRSD reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**AD. Withdrawal or Modification of Responses Prior to Due Date**

Response may be withdrawn or modified by logging into HRSD's online Oracle ERP system prior to the time fixed for bid receipt. If you experience difficulties logging into your account, please contact [erphelp@hrsd.com](mailto:erphelp@hrsd.com) or (757) 460-7318.

**VI. SPECIAL TERMS AND CONDITIONS**

**A. Award of Contract**

Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. HRSD reserves the right to reject any and all bids in whole or in part, to waive informality, and to delete items prior to making an award. HRSD reserves the right to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest HRSD.

**B. Bid Acceptance Period**

Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90)-day period the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**C. Bid Prices**

Bid shall be in the form of a firm unit price for each item during the contract period. All pricing shall include all delivery charges and shipping terms shall be F.O.B. Destination, freight prepaid, (Bidder pays and bears all freight charges and owns goods in transit). Any other special charges, fees, or special taxes shall be shown separate from the bid price.

**D. Contractor Experience**

The Company submitting the bid/offer must have a minimum of three (3) year's recent experience for which their company has experience in servicing same or similar types of accounts and providing similar type of goods/services requested in this solicitation.

**E. Contractor's Title to Materials**

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

**F. COVID-19 Requirements while on HRSD Property**

Any contractor or supplier who has a current contract with HRSD or will be awarded a contract during the COVID-19 pandemic that requires on-site work must meet Virginia Occupational Safety and Health Administration's requirements of 16 VAC 25-220, Emergency Regulation Infectious Disease Prevention: SARS-CoV-2 Virus that Causes COVID-19 and follow all CDC recommendations for physical distancing and all other safety procedures including wearing a face mask while performing work around HRSD employees. All consultants, contractors and suppliers must disclose any employee that has COVID-19 or has COVID-19 symptoms and is seeking a medical diagnosis.

**Before your contract begins:** If any of your employees has COVID-19 or has COVID-19 symptoms and are seeking a medical diagnosis before the start of the contract, you must notify HRSD immediately to discuss alternative plans and request HRSD approval to begin work.

**During your contract work:** Prior to entering the work site, your employees assessed as "medium risk" as defined by the VOSHA regulation, must complete a COVID-19 daily self-assessment questionnaire. If an employee answers "Yes" to any of the self-assessment questions, the employee may not enter the work site. If an employee answers "No" to all questions, the employee meets the requirements to safely enter the work site. Prior to or upon entering the worksite, the employee must acknowledge completion of the self-assessment and certify that the employee followed the protocol to safely enter the work site. A record must be kept by your company that shows these acknowledgements either through a mobile app or other type documentation. (See Example- Appendix J). This information must always be available and provided when requested by HRSD staff.

If at any time during the performance of your contract any employee has COVID-19 or has COVID-19 symptoms and is seeking a medical diagnosis, you must notify HRSD work center supervisor or HRSD's Project Manager immediately and remove that employee and all other contractor employees who had close contact (defined by the CDC as within 6 feet for about 15 minutes) with the employee who has COVID-19 or has COVID-19 symptoms and is seeking a medical diagnosis. The employee who has COVID-19 or has COVID-19 symptoms and is seeking a medical diagnosis must cooperate with HRSD in identifying any HRSD employees or other personnel the employee was in close contact with while performing work for HRSD in the last 14 days.

**After your contract has been completed:** If, after your contract has been completed and you become aware that an employee had COVID-19 or had COVID-19 symptoms and was or is still seeking a medical diagnosis during the execution of your contract, you must notify HRSD work center supervisor or HRSD's Project Manager immediately. The employee who had COVID-19 or had COVID-19 symptoms and was or still is seeking a medical diagnosis must cooperate with HRSD in identifying any HRSD employees or other personnel he/she was in close contact with while performing work for HRSD in the last 14 days HRSD reserves the right to refuse admittance to anyone displaying COVID-19 symptoms.

## G. Definitions

The term "HRSD" as used herein, shall mean the Hampton Roads Sanitation District.

The term "Contractor" means the person, firm or corporation named as such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.

The term "Subcontractor" means only those having a direct contract with the Contractor and it includes one who furnishes material work to a special design but does not include one who merely furnishes material not so worked.

## H. 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(s) during installation. HRSD will not assume any responsibility for receiving these shipments. Contractor shall check with HRSD and make necessary arrangements for security and storage space in the building(s) during installation.

**I. Errors in Bids**

A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

**J. Final Inspection**

At the conclusion of the work, the Contractor shall demonstrate to the authorized HRSD 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 expense prior to final acceptance of the work.

**K. Laws and Regulations**

The Contractor shall give all notices and comply with all laws, ordinances, regulations and lawful orders of any public authority bearing on the performance of the work.

This contract and all other contracts and subcontracts are subject to the provisions of the Code of Virginia relating to labor unions and the "right to work," and all Contractors and Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under the Code of Virginia, shall apply to all work under this contract.

**L. 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.

**M. Negotiation with the Lowest Bidder**



Unless all bids are canceled or rejected, HRSD reserves the right granted by the Code of Virginia to negotiate with the lowest responsive, responsible Bidder to obtain a contract price within the funds available to HRSD whenever such low bid exceeds HRSD'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 HRSD 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/Specification to be performed. HRSD shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and HRSD wishes to negotiate a lower contract price. The times, places, and manner of negotiation shall be agreed to by HRSD and the lowest responsive, responsible Bidder.

#### **N. New Equipment**

Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.

#### **O. Ordering Options**

HRSD may, during the first (90) days after this contract is awarded, with the concurrence of the Contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.

#### **P. Preparation and Submission of Bids**

Bids must be submitted using the correct supplier record in HRSD's online Oracle ERP system. If the full business address of the Bidder is incorrect the Bidder should update that information prior to submitting a bid. The online submission must be submitted by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be submitted in the partnership name by one of the members of the partnership or any authorized representative. Bids by corporations must be submitted with the legal name of the corporation and submitted by a person authorized to bind it in the matter. When requested by HRSD, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

#### **Q. Preventive Maintenance**

The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

#### **R. Prime Contractor Responsibilities**

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions

of his own employees.

**S. Product Information**

The Bidder/Offeror shall clearly and specifically identify the product being bid/offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable HRSD to determine if the product bid/offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered non-responsive. In the event the product bid/offered is determined to be non-responsive to HRSD's specifications, it shall be the Bidder's/Offeror's responsibility to prove otherwise.

**T. Proprietary Purchase**

This solicitation is for the purchase of proprietary item/s. Please bid the brand/s specified, equals will not be accepted.

**U. Quantities**

Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**V. References**

The Company submitting the bid must submit a minimum of four (4) recent references with their bid. References furnished must be for similar type of goods/services requested in this solicitation for which their company has provided the goods/services.

**W. Replacement Parts**

The Contractor must supply parts manufactured by the original equipment manufacturer (OEM) or equal parts. HRSD will consider equals provided the equal parts meet or exceed the OEM specifications. All parts shall be new, of first class quality and equal to, or better than, the OEM part. Used or rebuilt parts shall not be accepted. The Bidder must clearly and specifically identify the parts being bid as OEM or equal. If bidding an equal, the bidder shall provide sufficient descriptive literature and technical details to enable HRSD to determine if the parts meet the requirements of the solicitation. Any determination as to the acceptance of parts as equal of that specified shall be made at the sole discretion of HRSD and shall be final.

**X. Silence of Specifications**

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

**Y. Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the Procurement Office. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Procurement Office 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 subcontractors(s) and shall assure compliance with all requirements of the contract. Nothing contained in the agreement between the Contractor and their proposed subcontractor shall create any contractual relationship between the Subcontractor and HRSD.

**Z. Superintendence by Contractor**

The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents.

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

**AA. Use of Contract by Other Public Bodies**

Extension of Contract – Bidders/Offerors are advised that all resultant contracts will be extended, with the authorization of the Bidder/Offeror, to public bodies to permit their ordering of equipment, supplies and services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. HRSD acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid/offer.

The awarded supplier shall be responsible for notifying the public bodies of the availability of the contract(s).

Each participating public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those public bodies. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the awardee, the awardee may withdraw its extension of the award to that public body.

HRSD shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the awardee.

**AB. Warranty**

The Contractor agrees that the goods 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 goods or

services and that the rights and remedies provided therein are in addition to and do not limit those available to HRSD by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

#### **AC. Work Schedule**

Bidder shall be required to submit a general work schedule summary listing the stages of work and completion times for work to be performed. A detailed work schedule shall be submitted by the successful bidder.

### **VII. METHOD OF PAYMENT**

#### **A. Method of Payment**

Payments will be made within 30 days after submission of invoice, delivery, or completion of service, whichever occurs last. Payment is made by invoices with reference to the purchase order and directed to the address shown on the purchase order contract.

Invoices for items ordered and/or services received, delivered and accepted shall be submitted by the Contractor directly to HRSD's Accounts Payable Division at [AP@hrsd.com](mailto:AP@hrsd.com) or submitted online. If you need help submitting an online invoice please review the instructions provided on our website at [www.hrsd.com](http://www.hrsd.com) located on the Procurement page under "Doing Business with Us" under the "How to Guides".

### **VIII. PRICING**

#### **A. Pricing**

Bid shall be in the form of a firm unit price for each item during the contract period. All pricing shall include all delivery charges and shipping terms shall be F.O.B. Destination freight prepaid, (Bidder pays and bears all freight charges and owns goods in transit). All pricing must be submitted online per line item through HRSD's online Oracle ERP System.