



## COUNTY of ROCKINGHAM Finance Department

Date: April 15, 2019

To: Potential Bidders

Re: ITB 19-0401-01 Field Lighting at Rockingham Park

Rockingham County is hereby issuing an addendum to the ITB for the above referenced project. We have adjusted the Scope of Work and Bid Form to Include 3 Options. The lowest responsible and responsive bidder will be based upon Option #3. **As mentioned previously, the County reserves the right to reduce or add to the scope once the project has been awarded. Please see the updated Bid Documents attached.** Also, field numbers have been updated. Please notate the field numbers in the drawing attached.

Thank you for your interest in doing business with Rockingham County.

Sincerely,

Justin Moyers



# COUNTY of ROCKINGHAM

20 E. Gay Street  
Harrisonburg, VA 22802

## Invitation to Bid

**INVITATION TO BID #19-0401-01**  
**Field Lighting at Rockingham Park at the Crossroads**  
**Updated April 15, 2019**

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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## **1.0 PURPOSE**

The purpose of this Invitation to Bid (ITB) is to request formal competitive sealed bids through the Invitation to Bid process for installation of field lighting at the Rockingham Park at the Crossroads. The project is located at 4585 Spotswood Trail, Penn Laird, VA.

## **2.0 BACKGROUND**

Rockingham County is located in the center of the beautiful Shenandoah Valley of Virginia. Nestled between the Blue Ridge Mountains on the east and the Alleghenies on the west, the County is located along the Interstate 81 corridor and only a two-hour drive to Washington, DC. Rockingham County is the third largest county in Virginia and encompasses the Harrisonburg-Rockingham metropolitan area.

Rockingham Park at the Crossroads is a new multi-purpose facility featuring four cloverleaf baseball/softball fields and four multi-purpose football/soccer fields with press box, concession stands and playground area. Future phases may include a main pavilion and secondary pavilion with restroom facilities, walking trail with outdoor classroom areas, amphitheater, and indoor recreation center.

## 3.0 SCOPE OF WORK

Rockingham County is currently exploring the options of lighting the athletic fields at the park.

**All light pole bases are in place and ready for wiring/connection to controls. Light poles and fixtures are provided by the owner and Musco Sports Lighting, LLC. They will be positioned onsite as required by Musco in the proper locations ready for installation. All other equipment and labor will be furnished by the contractor in this bid.**

Contractor is to provide bids for two separate options:

1. Option 1 -Lighting of the four cloverleaf baseball/softball fields.(Fields 5-8)
2. Option 2 - Lighting of the four cloverleaf baseball/softball fields and the two multi-purpose fields just below the cloverleaf fields.(Fields 3-8)
3. Option 3 – Lighting of two cloverleaf baseball fields and two multi-purpose fields just below the cloverleaf fields. (Fields 3-6).

The basis of award will be Option 3.

(Rockingham County reserves the right to reduce scope once bids are received.)

**A non-mandatory pre-bid meeting will be held on site at 4585 Spotswood Trail, Penn Laird, VA on April 11, at 2:00 PM.**

### **PART 1 – GENERAL**

#### **1.1 ELECTRICAL SYSTEM REQUIREMENTS**

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment and installation of a complete and operational system. The electrical contractor shall identify the voltage and phase of the service, with the Owner's representative before any equipment is installed.
- B. Electric Power Requirements for the Sports Lighting Equipment:  
Electric power: 480 Volt, 3 Phase
- C. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- D. System Design
  1. The electrical system equipment shall consist of:
    - a. Conductors for the feeder circuit from the service entrance panel board (or from the contactor panel if applicable) to the safety disconnect mounted in the electrical enclosure on each lighting pole 10' above grade.
    - b. Grounding conductors and grounding methods for the following:

- (1) The main service entrance panel board. (per NEC or local codes)
  - (2) The lighting contactor enclosure. (per NEC or local codes)
  - (3) Each electrical component enclosure mounted on the lighting poles. (Equipment Grounding System) (per NEC or local codes)
2. Underground wiring shall be all copper wire and shall be installed in existing PVC Schedule 40 conduit. Acceptable copper wire types need to comply with any local requirements, but will be labeled either THHN or THWN.
- E. Design Standards
1. All circuits shall be designed so that the voltage at the safety disconnect in the electrical enclosure near the base of each pole is within 3% of nominal.
  2. All work shall meet local and National Electrical Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local electrical inspectors.
  3. All electrical components shall be UL Listed for the appropriate application.
  4. Each pole shall be on a dedicated circuit. If common poles are used, or a pole is to have fixtures on separate circuits, multiple dedicated circuits shall be run to that pole. Consult lighting equipment specifications and lighting manufacturer for special circuitry information.
- F. Submittal Information
- The successful contractor shall provide an electrical plan/schematic, detailing all of the equipment described above, to the owner prior to commencing work.

## **PART 2 – EXECUTION**

### **2.1 CONTRACTOR'S DUTIES**

- All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.
- A. Initial site inspection: The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.
- B. Insurance Requirements:
1. Contractor's and Subcontractor's Insurance: The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any

subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.

2. **Workman's Compensation Insurance:** The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
3. **Contractor's Public Liability and Property Damage Insurance:** The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and aggregate.
4. **Subcontractor's Public Liability and Property Damage Insurance:** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.
5. **Automobile Public and Property Damage Insurance:** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$500,000 single limit for injuries, including accidental death and property damage. Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.

C. **Bonding:**

1. The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.
2. The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of two (2) years. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.



- D. Codes, Permits and Licenses: All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

## **2.2 MATERIALS**

- A. Approved Materials: All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
- B. Alternate Materials: The materials specified have been determined to have characteristics appropriate for the purposes of this project. Alternate materials will only be considered as a substitute bid on a separate substitution sheet. No bid will be approved which proposes to use a non-approved substitute. Substitutions will not be considered in determining the lowest responsive bid. The owner reserves the right to reject any or all bids.

## **2.3 SITE ACCESS**

- A. Contractor Access: For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners.
- B. Owner's Access: The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

## **2.4 REPLACEMENT OF DAMAGED PROPERTY**

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

## **2.5 INSTALLATION**

- A. **Manufacturer's Instructions:** Written instructions for the installation of the sports lighting equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.
- B. **Installation of Equipment:** Contractor shall install lighting equipment per manufacturer's stated requirements to ensure lighting performance is achieved.
- C. **Manufacturer Representative:** A qualified representative from the sports lighting manufacturer shall be available to provide installation guidance if required by the contractor.
- D. **Handling of Equipment:** The lighting equipment shall be handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- E. **Rigging:** Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- F. **Completion Time:** All construction, after Notice to Proceed, is to be completed by **August 2, 2019**. If construction is not completed within the specified period, and the delay is due to the fault of the contractor, the owner may charge the contractor liquidated damages in the amount of \$1,000 (one thousand dollars) per day. The contractor shall be present at the job site during normal working hours and shall proceed to completion with due diligence.
- G. **Clean-up:** Daily, the contractor shall clean and remove from the site of the work, surplus and discarded materials and debris of every kind and shall leave the site of work in a neat and orderly condition. Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at approved waste disposal locations satisfactory to the owner.

## **2.6 FIELD QUALITY CONTROL**

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels are not in conformance with the requirements of the lighting equipment performance specifications and submitted information, the Contractor shall be liable to any or all of the following if installation of the lighting equipment does not conform to manufacturer's stated requirements:
  - 1. Contractor shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The contractor shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
  - 2. Contractor shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000 (one thousand dollars) for each additional fixture required.
  - 3. Contractor shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

## **4.0 BID PREPARATION & SUBMISSION**

Offerors are required to submit the following items as a complete bid:

- 1. Return of the completed signature sheet (see 8.0 Signature Sheet)
- 2. The return of the bid form, with prices provided as required (see 9.0 Bid Form).

Bids shall be submitted in a sealed envelope, clearly marked "ITB-#19-0401-01 "Field Lighting at Rockingham Park at the Crossroads" no later than 2:00p.m., local time, Friday, April 19, 2019 to:

Rockingham County Finance Department  
Attention: Justin Moyers  
20 East Gay Street  
Harrisonburg, VA 22802

Questions will be received until Wednesday, April 17, 2019 at 12:00 PM EST.

## 5.0 AWARD CRITERIA

An award will be made to the lowest responsive and responsible bidder, **based on Option 3 on the bid form provided**. Evaluation will be based on prices provided. If cash discount for prompt payment is offered, it must be clearly shown on the Bid Form. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

The anticipated Notice of Award date will be Friday, April 26, 2019, and the anticipated Notice to Proceed date will be April 29, 2019. **The entire project must be completed by August 2, 2019.**

## 6.0 REPORTING AND DELIVERY INSTRUCTIONS

Initial bids shall be submitted in a sealed envelope, clearly marked "ITB-#19-0401-01 "Field Lighting at Rockingham Park" no later than 2:00p.m., local time, Friday, April 19, 2019 to:

Rockingham County Finance Department  
Attention: Justin Moyers  
20 East Gay Street  
Harrisonburg, VA 22802

All questions can be directed to:  
Pete Kesecker, Project Manager  
[pkesecker@rockinghamcountyva.us](mailto:pkesecker@rockinghamcountyva.us)  
(540) 564-5074

It is the responsibility of the offeror to ensure that their bid reaches the appropriate office prior to the date and time of closing.

Rockingham County reserves the right to reject, on arrival at destination or at delivery, any vehicle which does not conform to the specifications of this ITB. Equipment offered below the listed specifications will be considered unacceptable.

The anticipated Notice of Award date will be Friday, April 26, 2019, and the anticipated Notice to Proceed date will be April 29, 2019. The entire project must be completed by August 2, 2019.

## **7.0 GENERAL TERMS AND CONDITIONS**

### **7.1 APPLICABLE LAWS**

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 County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **7.2 ANTI-DISCRIMINATION**

By submitting their bids, offerors certify to the County 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.

### **7.3 ETHICS IN PUBLIC CONTRACTING**

By submitting their bids, offerors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid), 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.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the bid documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Bid.

#### **7.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their bids, 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.

#### **7.5 ANTITRUST**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham 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 Rockingham County , relating to the particular goods or services purchased or acquired by Rockingham under said contract.

#### **7.6 CLARIFICATION OF TERMS**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

#### **7.7 PAYMENT**

##### **7.7.1 TO PRIME CONTRACTOR**

1. 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 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).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. 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.

4. 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.
5. 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 County 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).

## **7.8 QUALIFICATIONS OF OFFERORS**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

## **7.9 TESTING AND INSPECTION**

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

## **7.10 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 County 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 County 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 County's right to audit the contractor's records and/or to determine the correct number of units independently.

### **7.11 DEFAULT**

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

### **7.12 TAXES**

Sales to the County 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 usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid. The County's excise tax exemption registration number is 54-6001528.

### **7.13 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.



#### **7.14 NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

#### **7.15 AUDIT**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

#### **7.16 NON-APPROPRIATION**

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

#### **7.17 COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations may access the Agreement if authorized by the Selected Firm(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the County. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s). It is understood and agreed that the County is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

#### **7.18 CONTRACT DOCUMENTS**

1. The contract entered into by the parties shall consist of the Invitation to Bid, the bid

submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.

2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

### **7.19 LAWS AND REGULATIONS**

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
4. All bids submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

### **7.20 PREPARATION AND SUBMISSION OF BIDS**

Bids must give the full business address of the offeror and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory

evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

### **7.21 WITHDRAWAL OR MODIFICATION OF BIDS**

Bids may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

### **7.22 RECEIPT AND OPENING OF BIDS**

1. It is the responsibility of the offeror to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt. Bids received after the time designated for receipt of bids will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

### **7.23 PROPRIETARY INFORMATION**

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

### **7.24 BID ACCEPTANCE PERIOD**

Any bid in response to this solicitation shall be valid for ( 60 ) days. At the end of the (60) days 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.

### **7.25 TERMINATION BY OWNER FOR CONVENIENCE**

1. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders

designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

2. All amounts then otherwise due under the terms of this contract,
3. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
4. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
5. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

#### **7.26 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT**

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

## 8.0 SIGNATURE SHEET

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in this Request for Bid.

My signature further certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

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

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Type and Print): \_\_\_\_\_

Official Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## 9.0 BID FORM

### Field Lighting at Rockingham Park at the Crossroads

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Option 1 - Total lump sum material and installation cost for field lighting of 4-Cloverleaf baseball/softball fields (fields 5-8):**

\$ \_\_\_\_\_

**Option 2 - Total lump sum material and installation cost for field lighting of 4- Cloverleaf baseball/softball fields and 2 multi-purpose fields (fields 3-8):**

\$ \_\_\_\_\_

**Option 3 - Total lump sum material and installation cost for field lighting of 2 - Cloverleaf baseball fields and 2 multi-purpose fields (fields 3-6):**

\$ \_\_\_\_\_

with field #'s

