



City of Roanoke Invitation to Bid

Date: March 20, 2015

Bid Number: <p style="text-align: center;">ITB# 15-05-03 300 Ton Chiller</p>		Bid Opening Date: March 31, 2015		
		Bid Opening Time: 2:00 p.m.		
Legal Name of Bidder (SCC Registration):				
Mailing Address:				
Terms: Net 30				
Delivery: Berglund Center, 710 Williamson Road NW, Roanoke, VA 24017 within 30 days of issuance of Purchase Order				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011	Tonya Jackson Buyer Phone: 540-853-5246 Fax: 540-853-1513 Email: tonya.jackson@roanokva.gov		

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.

The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.

This Invitation to Bid consists of these parts:

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| <ol style="list-style-type: none"> 1. All Sections of the Invitation to Bid. 2. Bid Form (Attachment A). 3. Chiller Submission Information Sheet (Attachment B). 4. Chiller Efficiency Sheet (Attachment C). 5. Purchase Order Terms and Conditions (Attachment D). | <ol style="list-style-type: none"> 6. Insurance Requirements (Attachment E). 7. Cards Payable Application (Attachment F). |
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**CITY OF ROANOKE, VIRGINIA
INVITATION TO BID NO. 15-05-03**

SECTION 1. PURPOSE. The purpose of this Invitation to Bid (ITB) is for the procurement and delivery of one (1) magnetic or ceramic bearing chiller and all needed components for operation.

The City of Roanoke invites any qualified Bidder to respond to this ITB by submitting a Bid for such items consistent with the terms and conditions herein set forth.

SECTION 2. BACKGROUND. The City of Roanoke's Berglund Center currently has a 300 ton chiller located in the primary mechanical room located at 710 Williamson Road, Roanoke, VA 24017. The proposed 300 ton magnetic or ceramic bearing chiller will replace the existing chiller.

SECTION 3. SERVICES AND ITEMS REQUIRED. **A description and listing of the items that the Successful Bidder will be required to provide to the City under this ITB are those that are set forth on the Bid Form (Attachment A) and below. Each Bidder should carefully read and review all such documents.**

TECHNICAL SPECIFICATIONS

MAGNETIC/CERAMIC BEARING CENTRIFUGAL WATER CHILLER

PART 1 - GENERAL.

1.1 RELATED DOCUMENTS

- A. General terms and conditions included in the Purchase Order (Attachment D).
- B. The attached Chiller Submission Information Request Sheet is required and bidder shall complete and submit with the response.

1.2 SUMMARY

- A. Section Includes:
 - 1. Packaged, water-cooled, magnetic/ceramic bearing centrifugal chiller.

1.3 DEFINITIONS

- A. BAS: Building Automation System.
- B. COP: Coefficient of Performance. The ratio of the rate of heat removal to the rate of energy input using consistent units for any given set of rating conditions.
- C. EER: Energy-Efficiency Ratio. The ratio of the cooling capacity given in terms of Btu/h to the total power input given in terms of watts at any given set of rating conditions.
- E. KW/Ton: The ratio of total power input of the chiller in kilowatts to the net refrigerating capacity in tons at any given set of rating conditions.
- F. PLV: Part-Load Value. A single -number part-load efficiency figure of merit calculated per the method defined by ARI 550/590 and intended for operating conditions other than the ARI standard rating conditions.

1.4 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Centrifugal chillers (magnetic/ceramic) shall withstand the effects of earthquake motions determined according to IBC requirements.

The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

- B. Condenser-Fluid Temperature Performance:

1. Startup Condenser-Fluid Temperature: Chiller shall be capable of starting with an entering condenser-fluid temperature of [55 degrees F] and providing stable operation until the system temperature is elevated to the minimum operating entering condenser-fluid temperature.
2. Minimum Operating Condenser-Fluid Temperature: Chiller shall be capable of continuous operation over the entire capacity range indicated with an entering condenser-fluid temperature of [55 degrees F]; **including times when the water temperatures are inverted.**
3. Make factory modifications to standard chiller design if necessary to comply with performance indicated.

- C. Site Altitude: Chiller shall be suitable for altitude at which installed without affecting performance indicated. Make adjustments to affected chiller components to account for site altitude.

- D. Performance Tolerance: Comply with the following in lieu of ARI 550/590:

1. Allowable Capacity Tolerance: Zero percent.
2. Allowable IPLV/NPLV Performance Tolerance: Zero percent.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated, includes refrigerant, rated capacities, operating characteristics, furnished specialties, and accessories.

1. Performance at ARI standard conditions and at conditions indicated.
2. Performance at ARI standard unloading conditions.
3. Minimum evaporator flow rate.
4. Refrigerant capacity of chiller.
5. Oil capacity of chiller.
6. Fluid capacity of evaporator, condenser.
7. Characteristics of safety relief valves.
8. Minimum entering condenser-fluid temperature.
9. Performance at varying capacities with constant design condenser-fluid temperature. Repeat performance at varying capacities for different condenser- fluid temperatures from design to minimum in 55 degrees F increments.

- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, load distribution, required clearances, method of field assembly, components, location and size of each field connection.
2. Wiring Diagrams: For power, signal, and control wiring.

1.6 INFORMATIONAL SUBMITTALS

- A. Certificates: For certification required in "Quality Assurance" Article.
- B. Seismic Qualification Certificates: For chillers, accessories, and components, from manufacturer.
 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Source quality-control reports.
- D. Startup service reports.
- E. Warranty: Sample of special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Manual.

1.8 QUALITY ASSURANCE

- A. ARI Certification: Certify chiller according to ARI 550 certification program.
- B. ARI Rating: Rate chiller performance according to requirements in ARI 550/590.
- C. ASHRAE Compliance:
 1. ASHRAE 15 for safety code for mechanical refrigeration.
 2. ASHRAE 147 for refrigerant leaks, recovery, and handling and storage requirements.
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1.
- E. ASME Compliance: Fabricate and label chillers to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1. For chillers charged with R-134a refrigerant, include an ASME U-stamp and nameplate certifying compliance.
- F. Comply with NFPA 70.
- G. Comply with requirements of UL and include label by a qualified testing agency showing compliance.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Ship chillers from the factory fully charged with refrigerant.
- B. Package chiller for export shipping in totally enclosed crate with bagging.

1.10 COORDINATION

- A. The purchase of this unit is for the equipment and noted service requirements only.

The City of Roanoke will install the unit and make the field piping and electrical connections.

- B. A factory trained field service representative will be required to visit the site to review the installation prior to beginning the unit start-up service.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of chillers that fails in materials or workmanship within specified warranty period.

- 1. Extended warranties include, but are not limited to, the following:

- Complete chiller including refrigerant charge.

- 2. Warranty Period: Provide the base price with the unit standard warranty length. Provide an alternate price to increase the warranty length to five years from date of unit factory start-up.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Equipment Suppliers:
 - 1. Daiken/McQuay International
 - 2. York International Corp
 - 3. Multistack Corporation
 - 4. Trane

2.2 GENERAL

- A. The unit will be tested at full load in the factory at the nominal working conditions and water temperatures. Before shipment a full test will be held to avoid any losses.
- B. Chiller will be delivered to the job site completely assembled and charged with refrigerant.
- C. Comply with the manufacturer instructions for rigging and handling equipment.

2.3 PERFORMANCE REQUIREMENTS

- 1. Number of water cooled chillers: One (1).
- 2. Cooling capacity for chiller: Nominal 300 tons.
- 3. Evaporator entering water temperature in cooling mode: 54°F

4. Evaporator leaving water temperature in cooling mode: 44°F
5. Evaporator water flow: 840 gpm
6. Evaporator max. water pressure drop: 32 feet head
7. Condenser entering water temperature in cooling mode: 85°F
8. Condenser leaving water temperature in cooling mode: 95°F
9. Condenser water flow: 960 gpm
10. Condenser max. water pressure drop: 23 feet head
11. Operating voltage range should be 480V \pm 10%, 3ph, 60Hz, voltage unbalance maximum 3%, without neutral conductor and shall only have one power connection point.

2.4 UNIT DESCRIPTION

- A. Chiller shall include as standard not less than: one refrigerant circuit, Oil free Centrifugal water cooled compressors (with integrated VFD), electronic expansion device (EEXV), flooded shell & tube heat exchangers, control system and all components necessary for safe and stable unit operation.
- B. Chiller will be factory assembled, protected by an epoxy paint.

2.5 NOISE LEVEL AND VIBRATIONS

- A. Sound pressure level at 1 meter distance in free field, semispherical conditions, shall not exceed 84 dB(A) weighed at 100% load. The sound pressure levels must be rated in accordance to ISO 3744.

2.6 DIMENSIONS

- A. Unit dimensions shall not exceed the following:
 - Unit length: 15.0'
 - Unit width: 6.0'
 - Unit height: 8.6'

2.7 CHILLER COMPONENTS

- A. Compressors
 1. The unit shall utilize magnetic/ceramic bearing, oil-free, semi-hermetic centrifugal compressors. The compressor drive train shall be capable of coming to a controlled, safe stop in the event of a power failure.
 2. The motor shall be of the semi-hermetic type, of sufficient size to efficiently fulfill compressor horsepower requirements. It shall be liquid refrigerant cooled with internal thermal sensing devices in the stator windings. The motor shall be compatible with variable frequency drive operation.
 3. The chiller shall be equipped with an integrated Variable Frequency Drive (VFD) to automatically regulate compressor speed in response to cooling load and the compressor pressure lift requirement. Movable inlet guide vanes and variable compressor speed, shall provide unloading. The chiller controls shall coordinate compressor speed and guide vane position to optimize chiller efficiency.
 4. Each compressor circuit shall be equipped with a line reactor to help protect against incoming

power surges and help reduce harmonic distortion.

B. Evaporator:

Water side working pressure is designed for 10,5 bar. Vessels include 1" NPT spring loaded pressure relief valves. Shell and non-connection water heads are insulated with ¾" thick closed cell insulation. Standard configuration on water connection side is two passes.

1. The units will be equipped with a flooded shell-and-tube evaporator operating with refrigerant in shell and water in tubes. Replaceable water tubes are fabricated from integral finned copper and mechanically bonded to steel tube sheets.
2. The evaporator will have one circuit and standard configuration on water connection side is two passes.
3. The water connections shall be shouldered and grooved type connections as standard.
4. Evaporator is manufactured in accordance with PED approval.

C. Condenser

1. Condenser will be flooded shell-and-tube operating with refrigerant in shell and water in tubes. Replaceable water tubes are fabricated from integral finned copper and mechanically bonded to steel tube sheets.
2. The units will have one condenser on the refrigerant circuit
3. Standard configuration on water connection side is two passes.
4. The water connections shall be shouldered and grooved type connections as standard.
5. Condenser is manufactured in accordance with PED approval.

D. Refrigerant circuit

1. The unit must have one refrigerant circuit.
2. Each circuit shall include as standard: electronic expansion device piloted by unit's microprocessor control, sight glass with moisture indicator and insulated suction line.

E. Control panel

1. The unit shall have a microprocessor-based control system consisting of a VCA touch-screen operator interface and a unit controller.
2. The touch-screen shall display the unit operating parameters, accept set-point changes (multi-level password protected) and be capable of resetting faults and alarms. The following parameters shall be displayed on the home screen and also as trend curves on the trend screen:

- Entering and leaving chilled water temperatures;

- Entering and leaving condenser water temperatures;
 - Evaporator saturated refrigerant pressure;
 - Condenser saturated refrigerant pressure;
 - Percent of 100% speed (per compressor);
 - Percent of rated load amps for entire unit.
3. In addition to the trended items above, all other important real-time operating parameters shall also be shown on the touch-screen. These items shall be displayed on a chiller graphic showing each component. At a minimum, the following critical areas must be monitored:
 - Compressor actual speed, maximum speed, percent speed;
 - Evaporator water in and out temperatures, refrigerant pressure and temperature;
 - Condenser water in and out temperatures, refrigerant pressure and temperature;
 - Liquid line temperature;
 - Chilled water set-point;
 - Compressor and unit state and input and output digital and analog values.
 4. A fault history shall be displayed using an easy to decipher, color coded set of messages that are date and time stamped. The alarm history shall be downloadable from the unit's USB port. An operating and maintenance manual specific for the unit shall be viewable on the screen.
 5. All set-points shall be viewable and changeable (multi-level password protected) on the touch screen and include set-point description and range of set values.
 6. Automatic corrective action to reduce unnecessary cycling shall be accomplished through preemptive control of low evaporator or high discharge pressure conditions to keep the unit operating through abnormal transient conditions.
 7. The factory mounted controller(s) shall support operation on a BACnet® network.
 8. The information communicated between the BAS and the factory mounted unit controllers shall include the reading and writing of data to allow unit monitoring, control and alarm notification as specified in the unit sequence of operation and the unit points list.
 9. All communication from the chiller unit controller as specified in the points list shall be via standard BACnet objects. BACnet communications shall conform to the BACnet protocol. A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided along with the unit submittal.

Field power connection, control interlock terminals, and unit control system should be centrally located in an electric panel (IP 54). Power and starting controls should be separate from safety and operating controls in different compartments of the same panel. Operating and safety controls should include energy saving control; emergency stop switch; high and low pressure cut-out switch (for each refrigerant circuit); anti-freeze thermostat; cut-out switch for each compressor.

All of the information regarding the unit will be reported on a display and with the internal built-in calendar and clock that will switch the unit ON/OFF during day time all year long. The following features and functions shall be included:

- Leaving water temperature reset by controlling the water temperature Δt , by a remote 4-20mA DC signal or by controlling the external ambient temperature;

- Soft load function to prevent the system from operating at full load during the chilled fluid Pull-down period;
- Password protection of critical parameters of control;
- Start-to-start and stop-to-start timers to provide minimum compressor off-time with maximum motor protection;
- Communication capability with a PC or remote monitoring;
- Discharge pressure control through intelligent cycling of condenser fans;
- Lead-lag selection by manual or automatically by circuit run hours;
- Double set point for unit version;
- Scheduling via internal time clock to allow programming of a yearly start-stop schedule accommodating weekends and holidays.

2.8 SOURCE QUALITY CONTROL

- A. Perform functional run tests of chillers before shipping.
- B. Factory performance test chillers, before shipping, according to ARI 550/590.
 1. Test the following conditions:
 - Design conditions indicated.
 - Reduction in capacity from design to minimum load in steps of 10 with condenser fluid at design conditions.
 - Reduction in capacity from design to minimum load in steps of 10 with varying entering condenser-fluid temperature from design to minimum conditions in 5 deg F increments.
 - At five point(s) of varying part-load performance to be selected by Owner at time of test.
 2. Allow owner access to place where the chillers are being tested. Notify the City representative within 14 days in advance of testing.
 3. Prepare the test report and indicate test procedures, instrumentation, test conditions, and results. Submit copy of results within one week of test date.
- C. Factory sound test chillers, before shipping, according to ARI 575.
 1. Test the following conditions:
 - Design conditions indicated.
 - Chiller operating at calculated worst-case sound condition.
 - At five point(s) of varying part-load performance to be selected by Owner at time of test.
 2. Allow owner access to place where chillers are being tested. Notify the City representative 14 days in advance of testing.
 3. Prepare test report by indicating test procedures, instrumentation, test and results. Submit copy of results within one week of test date.
- D. For chillers using R-134a refrigerant, factory test and inspect evaporator and condenser according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- E. For chillers located indoors, rate sound power level according to ARI 575.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine chillers at time of delivery and reject chillers that are damaged.

3.2 CHILLER INSTALLATION

- A. **The chiller will be installed by the City of Roanoke.**
- B. Equipment Mounting: Provide manufacturer's recommended mounting and vibration control requirements including support locations and deflection requirements to the city of Roanoke.
- C. Provide the City of Roanoke the manufacturer's recommended clearances for service and maintenance.
- D. The chiller unit will come fully assembled.

3.3 STARTUP SERVICE

- A. Engage a factory trained and authorized service representative to perform startup service.
 - 1. Complete installation and startup checks according to manufacturer's written instructions.
 - 2. Verify that refrigerant charge is sufficient and chiller has been leak tested.
 - 3. Verify that pumps are installed and functional.
 - 4. Verify that thermometers and gages are installed.
 - 5. Operate chiller for run-in period.
 - 6. Check bearing lubrication and oil levels.
 - 7. Verify that refrigerant pressure relief device is vented outside.
 - 8. Verify proper motor rotation.
 - 9. Verify static deflection of vibration isolators, including deflection during chiller startup and shutdown.
 - 10. Verify and record performance of fluid flow and low-temperature interlocks for evaporator and condenser.
 - 11. Verify and record performance of chiller protection devices.
 - 12. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.
- B. Inspect field-assembled components, equipment installation, and piping and electrical connections for proper assembly, installation, and connection.
- C. Prepare test and inspection startup reports.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train owner's maintenance personnel to adjust, operate, and maintain chillers.

Successful Bidder must respond to service calls for Work covered under the warranty for any repairs within 4 hours at the site, and the City will not accept work for service calls after 5 p.m. Monday – Friday.

SECTION 4. NOT USED.

SECTION 5. TIME OF PERFORMANCE.

The time of performance for any resultant Purchase Order is as follows: Delivery of equipment shall be no later than Thirty (30) days following the issuance of a Purchase Order by the City.

SECTION 6. PAYMENT FOR SERVICES: Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Purchase Order subject to final approval by the City.

SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS:

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, **at or before 2:00 p.m., local time, on March 31, 2015**, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The ITB and related documents may be obtained from the City's Vendor Self Services system, <https://VSS.roanokeva.gov>, or during normal business hours from the Purchasing Division (540) 853-2871, or from the City's web site at <https://www.roanokeva.gov/purchasing>.

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**“Sealed Bid Number: ITB# 15-05-03.
Opening Date: March 31, 2015 and Time: 2:00 p.m.”.**

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

- B. **If you download this ITB from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the ITB documents, including any addenda, before submitting a bid. The City is not responsible for any ITB obtained from any source other than the City. Contact Tonya Jackson, Buyer, by phone at 540-853-5246, by fax at 540-853-1513, or by email at tonya.jackson@roanokeva.gov.**
- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this ITB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this ITB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as 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. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.

- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Upon completion of the Purchase Order, payment will be made only to the Successful Bidder at the address as shown on the Purchase Order. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.
- K. All items, identified in this ITB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**, unless otherwise stated in this ITB. All furniture items, if any, are to be put together and set in place.
- L. The City reserves the right to cancel this ITB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the ITB.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this ITB, apply to this ITB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.
- N. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.**
- O. **Bid Submittals should include:**
 - 1. Page 1, Invitation to Bid

Bid Submittals shall include:

1. **Pages 17-18, The Bid Form (Lump Sum Price shall include all labor, material, delivery costs, overhead and profit.)**
2. **Pages 19-20, Chiller Submission Information Sheet (Attachment B), and Chiller Efficiency Sheet (Attachment C). Each Bidder should carefully read and review all such documents.**

Questions or concerns may be addressed by contacting Tonya Jackson, Buyer at (540) 853-5246 or by email at tonya.jackson@roanokeva.com.

Reply To:

**City of Roanoke Purchasing Division
Noel C. Taylor Municipal Building
215 Church Avenue SW, Room 202
Roanoke, Virginia 24011**

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this ITB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, applies to this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- S. The City may request clarification from any of the Bidders after review of the Bids received.
- T. The City is not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.
- U. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this ITB may be directed to Tonya Jackson, Buyer (540) 853-5246, or faxed to (540) 853-1513 or by email at tonya.jackson@roanokeva.gov.
- V. Each Bidder is required to state if it has ever been debarred, fined, had a contract terminated, or found not be a responsible bidder or Offer or by any federal, state, or local government and/or private entity. If so, please give the details of each such matter and include this information with Bidder's response.
- W. Each Bidder who is a stock or Non-stock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

- X. Direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this purchase order, is strictly forbidden. Violation of this Instruction may result disqualification of bidder's bid.

SECTION 8. MISCELLANEOUS:

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the ITB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. All Bidders shall be solely responsible for making sure that they have the most current and complete version of this ITB and all addenda that may have been issued for this ITB and that such Bidder has examined all such documents and data. Any interpretation, correction, or change of the ITB will be made by an addendum. Interpretations, corrections or changes of this ITB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The City of Roanoke Purchasing Division will issue Addenda.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this ITB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this ITB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Bidder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER: To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Lump sum as set forth on the Bid Form;
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to provide the services and/or items required;
- D. Whether the Bidder can perform the delivery and provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters;
- H. The equipment and facilities available to the Bidder to provide the services and/or items requested in the ITB;
- I. The sufficiency of the financial resources and ability of the Bidder to provide the services and/or items requested in the ITB;
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the ITB; and
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the ITB.

SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Purchase Order the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by Successful Bidder, or any of its subcontractors, under any resultant Purchase Order. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER: If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

SECTION 12. BID AWARD: If an award of a Purchase Order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement in the foyer area of the 2nd Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

SECTION 13. FAITH BASED ORGANIZATIONS: Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 14. HOLD HARMLESS AND INDEMNITY: Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions,

negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Purchase Order, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Purchase Order.

SECTION 15. PROTESTS: Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

SECTION 16. COOPERATIVE PROCUREMENT. The procurement of goods and services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Successful Bidder, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Successful Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this procurement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 17. INFORMATION ON PURCHASE ORDER TO BE AWARDED. The Terms and Conditions marked as Attachment D to ITB No. 15-05-03 contains Terms and Conditions that the City plans to include in any Purchase Order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the such Attachment or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a Purchase Order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this ITB, shall be deemed to be a part of any resultant Purchase Order that may be issued by the City to the Successful Bidder.

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ATTACHMENT A
TO
ITB# 15-05-03

BID FORM

DESCRIPTION	LUMP SUM
300 Ton Chiller-Magnetic or Ceramic Bearing (including all components, parts & set-up service necessary for full operation of the equipment)	\$ _____
Additional Warranty Five (5) years from end of the one year New Equipment Warranty	\$ _____
TOTAL LUMP SUM	\$ _____

Delivery Date: _____

LUMP SUM SHALL INCLUDE ALL SHIPPING AND HANDLING CHARGES.

The City reserves the right to add, delete, or adjust quantities as deemed necessary by the City.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder ___ does have ___ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number.

Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number _____

If Bidder has another type of Virginia License, please list the type and number:

Type of license _____ and number: _____.

Bidder is a ___ resident or ___ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq.)

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its

bid the Identification Number issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

- A. _____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.
- B. _____ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.
- C. _____ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need more space to explain why such bidder is not required to be authorized to transact business in Virginia.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a Contract for such services and/or items.

Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

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**ATTACHMENT B
TO
ITB# 15-05-03**

CHILLER SUBMISSION INFORMATION SHEET

City of Roanoke- Chiller Submission Information Request Sheet		
Supplier Name		
Contact Person		
Proposed unit model number		
Type of bearings (magnetic/ceramic)		
Unit nominal capacity		Ton
Unit minimum capacity		Ton
Efficiency		
	Full load	Complete attachment C
	IPLV (75/50/25)	
Noise		
	Full load	dB
	Part load (75/50/25)	dB
Schedule from NTP		
	Submittals	We
	Equipment delivery	We
Physical size		
	Footprint with service	LxWxH
	Width	Inc
	Height	Inc
	Weight (shipping/operating)	Pou
Connection locations		
	Condenser water	
	Chilled water	
	Electrical	
Power requirements		
		MC
Max. number of refrigerant circuits		
Number of compressors per circuits		
Standard warranty length		Ye
Location/availability of replacement		Mil
Timing for compressor replacement from service call to completion		Da vs

**ATTACHMENT C
TO
ITB# 15-05-03**

CHILLER EFFICENCY SHEET

kw/ton	at 80 degrees entering water temp	Full load	
	at 80 degrees entering water temp	75 % load	
	at 80 degrees entering water temp	50 % load	
	at 80 degrees entering water temp	25 % load	

kw/ton	at 75 degrees entering water temp	Full load	
	at 75 degrees entering water temp	75 % load	
	at 75 degrees entering water temp	50 % load	
	at 75 degrees entering water temp	25 % load	

kw/ton	at 70 degrees entering water temp	Full load	
	at 70 degrees entering water temp	75 % load	
	at 70 degrees entering water temp	50 % load	
	at 70 degrees entering water temp	25 % load	

kw/ton	at 65 degrees entering water temp	Full load	
	at 65 degrees entering water temp	75 % load	
	at 65 degrees entering water temp	50 % load	
	at 65 degrees entering water temp	25 % load	

kw/ton	at 60 degrees entering water temp	Full load	
	at 60 degrees entering water temp	75 % load	
	at 60 degrees entering water temp	50 % load	
	at 60 degrees entering water temp	25 % load	

**ATTACHMENT D
TO
ITB# 15-05-03**

300 TON CHILLER

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions.

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. Invoicing.

All invoices shall be sent to:

City of Roanoke
Public Works – Facilities Division
1892 Courtland Road NE
Roanoke, VA 24012

3. Termination for Default and Convenience.

- A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.
- B. The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.
- C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. Changes By Vendor.

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. Changes By City.

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part

of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. Payment.

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. Sales Tax Exemption.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

8. Free on Board (F.O.B.), Risk of Loss, and Title.

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination.

9. Inspection.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

10. Insurance.

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. Warranty.

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

12. **Independent Contractor.**
The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.
13. **Nondiscrimination.**
Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.
14. **Drug-Free Workplace.**
Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.
15. **Faith-Based Organizations.**
Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.
16. **Assignment.**
Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.
17. **Successors and Assigns.**
The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
18. **Indemnification.**
Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.
19. **Governing Law and Forum Selection.**
By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.
20. **Acceptance – Entire Agreement - Modification.**
Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

**ATTACHMENT E
TO
ITB# 15-05-03**

300 TON CHILLER

INSURANCE REQUIREMENTS

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
- (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:
- (1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo, if transporting hazardous materials.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.

(6) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

(1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

- F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.
- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

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**ATTACHMENT F
TO
ITB# 15-05-03**

300 TON CHILLER

CARDS PAYABLE APPLICATION

The City of Roanoke has a responsibility to its citizens, business owners, large and small, and the community to be good stewards of its financial resources. Every day the City strives to accomplish our mission by making changes in our process and procedures, we know every penny counts. The electronic Card Payables program was implemented to streamline our accounts payable process. This program allows the City to use MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution to reduce costs, paperwork and time associated with our current invoice and check payment process.

The VCN will be issued by the City upon invoice approval and delivered via secure email from the Bank to the designated individual within your company. Instructions will be provided on how to retrieve your VCN and all required invoice level detail. The virtual card number can then be processed through your normal POS terminal. If you agree to this payment arrangement your company will need to ensure the Bank's email address is allowed through your organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, your company can also take advantage of the following Purchasing Card benefits:

- **Improved cash flow** - you can receive payment in 48 – 72 hours from invoice approval, positively affecting your account receivables
- **Reduced credit and collection expenses** – reduce your administrative costs spent on collections and tracking down late payments
- **Enhanced competitive position** – gives you a tangible competitive advantage in attracting and retaining customers, including the City of Roanoke
- **Rate Improvement** – potential eligibility for favorable Bank discount rates

Please complete page 2 of this attachment and return it along with your bid form so we can update our vendor records. Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation. A confirmation email with additional information and instructions will be sent from accounts.payable@roanoke.gov.

The City is committed to this initiative and welcomes your support as a vendor. The program should prove beneficial to both of our organizations and we appreciate your cooperation.

Please complete the following information and return it along with your bid form.

- I agree to accept Purchasing Cards or Card Payables VCNs as a form of payment from the City of Roanoke

Yes No

- I am a current MasterCard merchant acceptor.

Yes No

- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:

Yes No

Company Name: _____

TIN _____

Contact Name: _____

Address: _____

City, State, ZIP _____

Email Address: _____

Fax Number: _____

Phone Number: _____

Signed: _____

Title: _____

Date: _____

-----For office use only-----

Vendor # _____ Email verification sent _____ Entered/by Date _____

Advantage _____

Entered/by Date 5th 3rd Direct _____ Approved AP Supervisor _____

Approved Accounting _____