



City of Roanoke Invitation to Bid

Date: November 5, 2015

Bid Number: <p style="text-align: center;">ITB# 15-11-06 Metal Shelving</p>	Bid Opening Date: November 18, 2015 Bid Opening Time: 2:00 p.m.			
Legal Name of Bidder (SCC Registration):				
Mailing Address:				
Terms: Net 30				
Delivery: All items shall be delivered and available for installation by no later than February 8, 2016. Installation shall occur within twenty-one (21) days of delivery.				
Phone:	Fax:	E-mail:		
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Bidder shall have a minimum of five (5) years' experience in the manufacturing of library shelving; as well as, a minimum of three (3) years' experience in the installation of library shelving. The City reserves the right to require proof of experience.				
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011	Monica Cole Senior Buyer Phone: 540-853-5268 Email: monica.cole@roanokeva.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No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (1) of Section 2.2-4330(B), Virginia Code, 1950, as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:

1. All Sections of the Invitation to Bid.
2. Bidder Specifications (Attachment A).
3. Bid Form (Attachment B).
4. Drawings (Attachment C).
5. Sample Contract (Attachment D)
6. Cards Payable Application (Attachment E)

**CITY OF ROANOKE, VIRGINIA
INVITATION TO BID NO. 15-11-06**

SECTION 1. PURPOSE: The purpose of this Invitation to Bid (ITB) is the procurement of metal shelving for the Raleigh Court Library, located at 2112 Grandin Road, Roanoke, Virginia 24015, in accordance with the attached drawings. Shelving will include metal shelving, end panels, fillers, canopies and all components required to provide the goods and services described herein. Successful bidder shall fabricate, provide and install shelving and all components described herein.

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

SECTION 2. NOT USED.

SECTION 3. SERVICES AND/OR ITEMS REQUIRED: A description and/or listing of the services and/or items that the Successful will be required to provide to the City under this ITB are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments referred to in this ITB. Each Bidder should carefully read and review all such documents.

The following are the services and/or items that the Successful Bidder shall provide to the City of Roanoke:

The Successful Bidder will provide metal shelving and all other components as described herein. Shelving will include metal shelving, end panels, fillers and canopies. Successful bidder shall fabricate, provide and install shelving and all components described herein.

The City is accepting bids for shelving from the following manufacturers:

- a. Space Saver;
- b. MJ industries-Welded Frame-1000; and/or
- c. Estey Library Shelving-Designer Series Library Shelving.

No other manufacturer products will be considered.

Space Saver products were the basis for the design included herein. Bidders shall bid only one manufacturer, meaning that the City will not accept bids for a combination of acceptable products. Bidders are instructed to bid one consistent manufacturer.

Bidders shall identify items bid on Attachment A (Bidder Specifications).

Item numbers have been provided for reference purposes and correspond with the specifications for required items, as depicted on the attached drawings. Please refer to the attached drawings and the information listed below specifications related to each item number listed below. The shelving and/or components required are as follows:

<u>Item No.</u>	<u>Item Description</u>
90A	SF Shelf Unit

78A	SF Shelf Unit
78B	DF Shelf Unit
66A	SF Shelf Unit
66B	SF Shelf Unit
66C	DF Shelf Unit
66AV1	SF Shelf Unit
66AV2	DF Shelf Unit
66AV3	SF Shelf Unit
60A	DF Shelf Unit
42A	SF Shelf Unit
42B	DF Shelf Unit
E1-E18	End Panels, Display Rails & Filler Units
S1- S2	Canopies

ALTERNATE ITEMS: The City may elect to modify design to allow for these items. The City reserves the right to award with or without alternate items, in its sole discretion.

66AV2	Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1)
66AV3	Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1)

The quantity per item is specified in the attached drawings. Successful Bidder shall provide shelving with a minimum standard 5-year product warranty from the manufacturer.

METAL SHELVING

1.1 QUALITY ASSURANCE FOR SHELVING

- A. All cantilevered steel shelving shall be the product of a single manufacturer, shall have been tested in accordance with the "Library Technology Report" referenced elsewhere herein, and shall comply with performance standards and other requirements of this section.
 - 1. Prior to fabrication, field verify that all shelving clearances are in compliance with local code accessibility and egress requirements; immediately notify the City of any discrepancies.

1.2 SHELVING SUBMITTALS. **The Successful Bidder shall submit the following:**

- A. Statement of Qualifications: Letter stating manufacturer has minimum of five years' experience in the manufacturing of library shelving and listing at least five installations of comparable scope to this project. **The City reserves the right to require proof of experience.**
- B. Certification of Compliance: Submit notarized letter from shelving manufacturer stating that shelving complies with all specified requirements.
- C. Product Data: Submit product pictorial literature and specifications, clearly marked to show product and features including, but not limited to, dimensions, special bracing, finishes and colors, and cross reference to the product designations scheduled.
- D. Test Reports:
 - 1. Submit current product test reports showing test results from the "Library Technology Report" as required by paragraphs 1.04 and 2.02 herein.

- E. Shop Drawings: Submit drawings, to scale, illustrating all shelving units that shall be provided; include all dimensions, colors and finishes, cross references to the product designations scheduled and/or indicated. Denote whether dimensions shown are actual or nominal dimensions.
- F. Layout Plan: Submit plan, to scale, showing dimensioned layout of all shelving units and ranges, relationships to building assemblies, items of coordination with the work of other trades, and cross references to product designations scheduled.
- G. Fabrication/Record Drawings: Prior to release for product fabrication, revise shop drawings by incorporating all review comments; submit a minimum of 3 sets as record drawings for the City's use.
- H. Samples:
 1. Finish and Color Samples: Submit in triplicate, 4 inches square minimum size, for each finish and color selected. Label each sample with manufacturer's name, finish/color designation, and cross reference to the product designations scheduled and/or indicated.
 2. Full-Size Shelving Samples: Provide when requested by the City, and deliver to an examination location designated by the City. The City and/or its consultant will **not** be responsible for any samples that are destroyed or mutilated in examination. Upon written notification the Contractor shall remove samples; samples not removed within 30 calendar days after notification will either be stored at the Contractor's risk and expense, or deemed abandoned property and disposed of as such.

1.3 ADHESIVES AND SEALANTS SUBMITTALS

- A. Submit manufacturer's product data.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver product to Project site in original factory packaging, labeled with identification of manufacturer, brand name, lot number, and cross referenced to the product designation scheduled. Deliver product to Project site only when their installation sites are ready to receive them. Accompany all shipments and deliveries with packing slips and/or delivery tickets containing the following for each item delivered:

Name/address of company filling order
 Manufacturer's name
 Article name/stock number
 Quantity order/quantity shipped
 Cross reference to scheduled product designation

- B. Storage: Store product in weather tight and well-ventilated locations. Avoid use of non-vented plastic or canvas that could create humidity chambers. If cardboard packaging becomes wet, remove carton immediately.

PART 2 PRODUCTS

2.1 ACCEPTABLE SHELVING MANUFACTURERS

- A. Shelving Manufacturers:
 1. Spacesaver; Basis of Design
 2. MJ Industries
 3. Estey Library Shelving

2.2 SHELVING STANDARDS

- A. Performance Standards: Comply with or exceed minimum performance requirements of Library Technology Reports Nov./Dec. 1998 Standard ANSI/NISO Z39.73-1994 performance requirements for shelving type listed herein.

2.3 CANTILEVER SHELVING

- A. General: Provide steel book stack shelving units that utilize unitized construction, such that an individual shelving unit or shelf can be removed from a range without disturbing or altering stability of adjacent units. Shelf heights adjustable in 1" increments; components, joints, and shelves designed to withstand most severe possible book loading condition with normal factor of safety. The requirements listed below are in addition to the shelving unit descriptions and profiles indicated on drawing A10.01 Metal Shelving List and Profiles and Metal Shelving Plan.
1. Dimensions listed are nominal dimensions, not actual dimensions, unless otherwise indicated.
 2. Material: Sheet steel shall be ASTM A 366, cold rolled carbon steel sheet, commercial quality, stretcher leveled, Class 1, matte finish. Provide in minimum gauges as specified below by component.
 3. Shelving units, unless otherwise indicated, shall be cantilever, modular style welded frame construction. Units shall be freestanding and self-supporting, and shall not be secured to the floor. Each shelf shall be interchangeable from frame to frame, except where widths are incompatible.
 4. Provide wall attachment brackets for all single-faced shelving units to stabilize and secure the units to the wall. Brackets shall not be visible above canopy tops where tops are indicated.
 - a. At gypsum wall board/metal stud partitions provide "molly" type expansion anchors.
 - b. At CMU walls provide suitable expansion anchor as approved by The City.
- B. Components: Where indicated in the Metal Shelving Schedule, provide the following; **all items listed below may not be required by the Metal Shelving Schedule:**
1. Design: Shelving shall be cantilever design. The bookstack section must be removable as a modular unit from any range without disturbing adjacent units in any way. Relocation and reuse of removed section(s) must be accomplished without acquiring additional parts. The uprights and cross member supports shall make up the fully welded frame construction. Uprights shall be punched for bolting additional weld frame units into the book stack range.
 2. Capacity Requirements: Each shelf shall have a minimum clearance between end brackets of 35-13/32". Units shall be capable of supporting 50 lbs. evenly distributed weight per linear foot of shelving, multiplied times the number of shelves per unit, without deflection considered excessive by industry standards.
 3. Standard Unit Sizes: Except as otherwise indicated, provide units of standard 36" nominal width.
 4. Upright Columns: Provide back to back channel design; size, gauge, and reinforcement as required for loading, but not less than 0.0635" (14 gauge) formed into a channel shape with a total of 3/4" of stiffening flanges on the inside of the upright. Overall dimensions shall be 2" in the web and 1-1/4" across the front and rear area surfaces. Uprights shall be perforated the full height with a series of 1/4" x 5/8" slots spaced 1" on vertical centers and located within 5/16" of the outer web surface. Every fifth and sixth slot shall have square corners as viewed against the remaining rounded corner slots to aid visual alignment of shelves. This pattern shall be repeated over the full height of the upright.
 5. Top Spreader: Consists of not less than #14 gauge tubular steel measuring 1" x 2-1/2" in cross section. Weld top and bottom spreaders to upright posts on freestanding ranges, in lieu of sway bracing.
 6. Bottom Spreader: Consists of a channel shape measuring 1" x 1-3/4" in cross section, and consists of not less than #14 gauge steel. The outer ends of the channel shall be punched to receive leveling nuts and floor levelers. The bottom channel shall be electrically welded to the

uprights with the open face of the channel positioned upward. Channels shall be equipped with two (2) adjustable floor levelers.

7. Adjustable Base Shelf Assembly consisting of the following:
 - a. Closed Base Brackets: Shall be designed to fit snugly in and around the welded frame upright. A single flat bracket between the frames shall not be acceptable. Material is no less than #14 gauge steel. Brackets shall have a 90-degree flange at the bottom to rest on the floor covering. Leveling glides shall be provided in ends of brackets. Top and front edge of the base bracket shall be flanged outward approximately ¼". The profile of the bracket shall match that of the adjustable shelf end bracket. The embossed area incorporates a hole to allow attaching of adjoining base brackets with a fastener.
 - b. Adjustable Base Shelf: Shall be constructed of #14 gauge steel flat shelf. Shelf front will rest on a recessed black kickplate. There shall be a minimum of 9" actual shelf usage depth based on a 10" nominal shelf. Provide dimension as required to suit dimension as shown by Library Shelving Schedule herein.
8. Adjustable Bracketed Shelf Assembly: Provide 0.0156" (18 gauge) minimum shelf designed for 50 lbs./sq.ft. loading with not more than 3/16" deflection; Provide integral back shelves with three bend construction at both edges. Equip with minimum 0.0635" (16 gauge) brackets with rounded and flared (1/4") tops and ends; two post hooks at top, one safety lug at bottom.
 - a. Provide sloping periodical shelving with flat storage shelf where periodical display units are indicated.
 - b. Provide dimension as required to suit shelving dimension as shown by Library Shelving Schedule herein.
9. Shelf Quantities: Provide the number of adjustable bracketed shelves for each face of each unit shown on the Metal Shelving Plan Drawings A10.01.
10. Metal book support: Provide one 9" OR 6" high, non-losable, plate-type book support, constructed of #16-19 gauge steel with cork on the base for a non-skid composition for each shelf and base shelf. See Metal Shelving List on Drawing A10.01.
11. Shelf Backstops: Provide integral back shelves unless noted otherwise.
12. Pivoting Periodical Shelving: shall consist of pivoting display shelves hinged to shelf brackets which engage in slots in upright. Sloped display shelves shall be 14" actual height with a 1-5/16" flange at the bottom and boxed flanged upwards with inside safety hem. Provide included flat storage shelf is 12" deep nominal. Brackets shall allow for a slope of approximately 20 degrees from vertical.
13. Canopy Top Supports for Millwork canopies. Canopies shall be supported by #18 gauge brackets engaged in slots in the frame uprights. Canopies provided by shelving contractor.

C. Finish and Colors:

1. Finish: The shelving shall be painted with an electrostatically applied powder coating system using epoxy polyester hybrid or approved equal that shall not emit gasses or fumes. Exposed steel parts shall be prepared for painting by a multi-stage cleaning and phosphating process. Finish shall be hard and shall be chip and scratch resistant. Paint shall be applied to achieve an average minimum thickness of 1.8 mils with the thinnest area 1.5 mils thick. The shelving finish shall be smooth and uniform, without runs, wrinkles, grit, or "orange peel" effects. Shelving shall have a uniform overall gloss.
 - a. Abrasion Resistance: Comply with or exceed requirements of ASTM Method D965-51, Sand Abrasion Test. Withstand at least 30 liters of sand.
2. Color:
 - a. Color from Standard color range. Provide Standard color range to The City.

2.4 END PANELS AND TOPS

- A. End Panels: Wood and Resin provided and installed by shelving contractor. Coordinate installation schedule and metal shelving information.

- B. Continuous Canopy Tops: Provided and installed by shelving contractor. Coordinate installation schedule and metal shelving information.

2.5 SHELVING ACCESSORIES

- A. Provide all required accessories for complete metal shelving installation and millwork attachments.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Inspection: Prior to product installation, review installation sites, delivery areas, and routes through the Building to the sites with the installer, allowing the installer to become completely familiar with the building and other factors that may affect the work.
- B. Protection:
 - 1. Provide protective padding and coverings as required to prevent damage to product and to building finished surfaces.
 - 2. Prohibit eating, drinking, smoking, and other similar activities within the building during the work. Do not allow the use of product by mechanics and construction personnel.
- C. Shelving Placement:
 - 1. Place shelving product at locations indicated on drawings, square, plumb, level and true to line, and in accordance with manufacturer's instructions and recommendations.
 - 2. Level all shelving ranges once each is completely installed.
 - 3. Shelving shall be installed in such a manner as to comply with or exceed the Americans with Disabilities Act Standards for aisle widths. See Drawings.

3.2 CLEANING AND PROTECTION

- A. Remove all packing materials, debris, and other residue produced by the installation on a daily basis; recycle or dispose of such waste materials off site.
- B. Clean all surfaces of the product at completion of the work.
- C. Protect all materials and products as required to prevent damage.

3.3 DEMONSTRATION/TRAINING

- A. Schedule and conduct demonstration of installed accessory items and features with City's personnel.
- B. Schedule and conduct maintenance training with City's maintenance personnel. Training session should include lecture and demonstration of all maintenance and repair procedures that end user personnel would normally perform.

ARCHITECTURAL WOOD FOR METAL SHELVING

1.1 *DESCRIPTION OF WORK-ARCHITECTURAL WOOD FOR METAL SHELVING*

- A. Work of this Section includes, but is not limited to:
 - 1. Materials
 - a. Wood for transparent finish
 - b. Resin

2. Components
 - a. Standing Trim
 - b. End Panels
 - c. Canopy tops
3. Fasteners
4. Fabrication
5. Finishing

1.2 QUALITY ASSURANCE

A. Standards

1. "Architectural Woodwork Standards"; Architectural Woodwork Institute (AWI), Edition 1, 2009.
 - a. Standing and Running Trim: AWI Section 6
 - b. Cabinets and Countertops: AWI Section 10
 - c. Interior Paneling: AWI Section 4
 - d. Miscellaneous Work: AWI Section 6
 - e. Finishing: AWI Section 5
 - f. Installation of Architectural Woodwork: AWI Sections 6, 7, 8, 9, 10, 11 and 12

B. Fabricator & Installer Qualifications

1. Unless otherwise indicated, comply with "Architectural Woodwork Standards" for grades of interior architectural woodwork, construction, finishes, and other requirements.

C. Installer Qualifications

1. Installer of architectural woodwork must be able to demonstrate successful experience in installing architectural woodwork items similar in type and quality to those required for this Project.

D. Installer Responsibility

1. Coordinate and confirm required backing is installed in walls to support the Work of this Section.

E. Veneer Matching

1. Arrange for the fabrication and installation of architectural woodwork, with sequence matched wood veneers, all grains running vertical, to be produced by a single firm.

1.3 SUBMITTALS. **The Successful Bidder shall submit the following:**

A. Reference Submittals

1. Submit manufacturer's certification that fabricated woodwork complies with the quality and fabrication grades indicated.

B. Statement of Qualifications: Letter stating manufacturer has minimum of five years' experience in the manufacturing of library shelving and listing at least five installations of comparable scope to this project.

C. Shop Drawings

1. Submit Shop Drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components. All shop drawings shall bear stamp of the fabricator.

- D. Product Data
 - 1. Submit Manufacturer's product data for each product and process specified as Work of this Section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.

- E. Test Results for Resin Material
 - 1. Tensile Strength (ASTM D 638)
 - 2. Tensile Modulus (ASTM D 638)
 - 3. Flexural Strength (ASTM D 790)
 - 4. Flexural Modulus (ASTM D 790)
 - 5. Rate of Burning (ASTM D 635)
 - 6. Density of Smoke (ASTM D 2843)
 - 7. Impact Strength (ASTM D 256)
 - 8. Abrasion Resistance (ASTM D 1044)
 - 9. Max Continuous Service Temperature
 - 10. Coefficient of Thermal Expansion (ASTM D 696)
 - 11. Thermal Conductivity (ASTM C 177)

- F. Certifications
 - 1. SCS Certified Recycled Content

- G. Samples:
 - 1. Lumber with transparent finish
 - a. 6" x 3/4" x 18" for each species and cut, finished on one side and edge.
 - 2. Wood veneer faced panel items with transparent finish
 - a. Finished 8" x 10" panel for each finish, species and cut.
 - 3. Resin
 - a. 8" x 10" for each type, color, pattern, and surface finish.
 - 4. Exposed Fastener Hardware
 - a. One unit of each type and finish

- H. Maintenance Instructions
 - 1. Provide owner with cleaning and maintenance instructions for all surfaces and finishes.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Do not deliver woodwork until painting, wet work, grinding and similar operations have been completed.
- B. Follow Manufactures recommendations for storage and handling.
- C. Before installing Resin Fabrications, permit them to reach room temperature.
- D. Use all means necessary to protect cabinet work before, during and after installation and to protect the installed work and materials of all other trades.

1.5 PROJECT CONDITIONS

- A. Woodwork Manufacturer and Installer shall advise Contractor of temperature and humidity requirements for woodwork installation and storage areas.

- B. Do not install Resin Fabrications until spaces are enclosed and weatherproof, and ambient temperatures and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- C. Do not install woodwork until required temperature and relative humidity have been stabilized and will be maintained in installation areas.
- D. Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period.
- E. Woodwork Manufacturer shall establish optimum moisture content and required temperature and humidity conditions as defined by Architectural Woodwork Standards.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Wood For Transparent Finish
 - 1. Standing trim.
 - a. Species: Select Hard White Maple
 - b. Fabricate trim and profiles as indicated in Drawings.
 - 2. Wood veneer faced panels
 - a. Core: MDF
 - 1) Urea formaldehyde resin binders are unacceptable.
 - b. Trim and Edges
 - 1) Solid wood as indicated. Otherwise, at Fabricator's option, may be either solid stock or veneered stock, with grain characteristics and color matching that of veneered panels.
 - c. Veneer Matching
 - 1) All woodwork to be balance Running Match.
 - 2) Refer questions of best visual effect to the City for resolution as the work progresses.
- B. Resin
 - 1. Manufacturers:
 - a. Lumicor, Basis of Design
 - b. Refer to drawings for patterns and color selections

2.2 COMPONENTS

- A. Standing Trim
 - 1. Fabricate trim with profiles as indicated on Drawings.
 - 2. Grade: Custom
 - 3. Species: Select Hard White Maple
 - 4. Finish: Transparent, stain color to match Architect's samples
- B. Canopy Tops
 - 1. Facing material: Wood veneer
 - a. Thickness: 1 1/4" solid core, unless otherwise noted.
 - b. Core: MDF
 - 1) Urea formaldehyde resin binders are unacceptable.

- c. Refer to Drawings for locations.

C. End Panels

1. Facing material: Wood veneer
 - a. Thickness: 1 1/4" solid core, unless otherwise noted.
 - b. Core: MDF
 - 1) Urea formaldehyde resin binders are unacceptable.
 - c. Refer to Drawings for locations.
2. Facing material: Resin, Lumiclear R4™.
 - a. Acrylic resin with a minimum of 50% post industrial recycled content.
 - b. Sheet Size: Standard 4' x 8', maximum 5' x 10'.
 - c. Thickness: Minimum 1/2"
 - d. Finishes: Gloss
 - e. Options:
 - 1) Lumiguard
 - 2) Opaque™ (light blocking layer)
 - f. Description: Minimum 182" Lumiclear R4™, see colors and thicknesses on drawings; cut to size, edge sealed and polished edges per Lumicor Fabrication Guide, and installed per the City's drawings.
 - g. Interlayer Materials: Compatible with acrylic and bonding process to create a monolithic sheet of material when complete.

2.3 FASTENERS

A. Screws

1. Select material, type, size and finish required for each use. Comply with FS FF-S-111 for applicable requirements.
 - a. For metal framing supports, provide screws as recommended by Metal Framing Manufacturer.

B. Nails

1. Select material, type, size and finish required for each use. Comply with FS FF-N-105 for applicable requirements.

C. Anchors

1. Select material, type, size and finish required by each substrate for secure anchorage.
 - a. Provide non-ferrous metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion-resistance.
 - b. Provide toothed steel or lead expansion bolt devices for drilled-in-place anchors.
 - c. Furnish inserts and anchors, as required, to be set into concrete or masonry work for subsequent woodwork anchorage.

D. Button Caps

1. Select material, type, size and finish required by each substrate for secure anchorage.
2. Furnish stand offs, button cap and anchors for a complete installation, per manufacturer's recommendations.

2.4 FABRICATION METHODS

A. Wood Moisture Content

1. Comply with requirements of referenced quality standard for moisture content of lumber at time of fabrication and for relative humidity conditions in the installation areas.

- B. Fabricate work to dimensions, profiles, and details indicated with openings and mortises precut, where possible, to receive hardware and other items and work.
- C. Ease edges to a 1/16" radius, for corners of cabinets and edges of solid wood (lumber) members less than 1" in nominal thickness, 1/8" radius for edges of rails and similar members over 1" in nominal thickness.
- D. Complete fabrication, assembly finishing, hardware application, and other Work before shipment to Project Site to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at Site, provide ample allowance for scribing, trimming, and fitting.
- E. Measurements
 - 1. Before proceeding with fabrication of woodwork required to be fitted to other construction, obtain field measurements and verify dimensions and Shop Drawing details as required for accurate fit.
- F. Fabricate Resin Fabrications to designs, sizes and thicknesses indicated and to comply with indicated standards. Sizes, profiles and other characteristics are indicated on the drawings.
- G. Comply with resin manufacturer's written recommendations for fabrication.
- H. Resin Machining: Acceptable means of machining are listed below. Ensure that material is not chipped or warped by machining operations.
 - 1. Sawing: Select equipment and blades suitable for type of cut required.
 - 2. Drilling: Drills specifically designed for use with Resin products.
 - 3. Milling: Climb cut where possible.
 - 4. Routing
- I. Resin Laminating: Laminate to substrates indicated using adhesives and techniques recommended by manufacturer.
- J. Resin Cleaner: Mild soap and water or common acrylic cleaners such as Novus or Gel-Gloss.
- K. Resin Fasteners: Use screws designed specifically for Resins. Provide threaded metal or nylon inserts for applications requiring frequent disassembly such as light fixtures.
- L. Resin Bonding Cements: Solvent or adhesives, suitable for use with product and application.
- M. Drilled Panel Wall Anchors: As provided by the manufacturer. Provide extensions to accommodate thicknesses scheduled or illustrated.

2.5 FINISHING

- A. General
 - 1. The entire finish of architectural woodwork is Work of this Section, regardless of whether shop applied or applied after installation.
 - 2. Shop Finishing
 - a. To the greatest extent possible, finish architectural woodwork at shop or factory. Defer only the final touch-up, cleaning and polishing for the time after delivery and installation.
 - 3. Preparations for Finishing
 - a. Comply with referenced woodworking standard, for sanding, filling countersunk fasteners, back priming and similar preparations for the finishing of architectural woodwork, as applicable to each unit of work.

4. Paints and coatings used on the interior of the building (inside the weatherproofing system and applied on-site) must comply with the VOC limits specified in Section 01352 Sustainable Design Goals.

B. Transparent Finish

1. Transparent finish for open grain woods
 - a. Grade: Premium
 - b. Finish
 - 1) AWI Finish System No. 2 catalyzed lacquer
 - 2) AWI Finish System No. 5 alkyd-urea conversion varnish
 - c. Staining: Match approved samples for color
 - d. Sheen: Satin-medium rubbed effect
2. Transparent finish for closed-grain woods
 - a. Grade: Premium
 - b. Finish
 - 1) AWI Finish System No. 2 catalyzed lacquer
 - 2) AWI Finish System No. 5 alkyd-urea conversion varnish
 - c. Staining: Match approved samples for color
 - d. Sheen: Satin-medium rubbed effect

PART 3 - EXECUTION

3.1 PREPARATION

A. Conditioning

1. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.

B. Pre-Installation Meeting.

1. Meet at the Project Site prior to delivery and review the coordination and environmental conditions.
2. Include in the meeting the Construction Manager, the Architect, the installers of architectural woodwork, wet Work such as plastering, other finishes, painting, mechanical Work and electrical Work.
3. Proceed with the woodwork installation only when everyone concerned agrees that the required ambient conditions can be properly maintained.

C. Inserts and Anchors

1. Coordinate and deliver anchoring devices to the general trades contractor on site.

3.2 INSTALLATION

A. General

1. Install woodwork plumb, level, true and straight with no distortions.
2. Shim Work as required, using concealed shims. Install to a tolerance of 1/8" in 8'0" for plumb and level (including tops); and with no variations in flushness of adjoining surfaces.
3. Scribe and cut Work to fit adjoining Work, and refinish cut surfaces as required.
4. Secure woodwork to grounds, stripping and blocking with countersunk, concealed fastener and blind nailing. Except where prefinished matching fastener heads are required, use fine finishing nails for exposed nailings, countersunk and filled flush with woodwork and matching final finish.

B. Veneer Matching

1. Maintain veneer sequence matching of casework and paneling with transparent finish.

C. Standing and Running Trim

1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible.
2. Stagger joints in adjacent and related members.
3. Cope at returns, miter at corners, and comply with Quality Standards for joinery.

D. Wood Treatment

1. Handle, store, and install treated wood in compliance with recommendations of chemical treatment manufacturer including those for adhesives, where required for installation.

E. Resin

1. Comply with manufacturer's written instructions for the installation of Resin Fabrications.
2. Shop fabricates items to the greatest degree possible.
3. Utilize fasteners, adhesives and bonding agents recommended by manufacturer for type of installation indicated. Material that is chipped, warped, hazed or discolored as a result of installation or fabrication methods will be rejected.
4. Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.
5. Form field joints using manufacturer's recommended procedures. Locate seams in panels so that they are not directly in line with seams in substrates.

3.3 ADJUSTMENT, CLEANING, FINISHING, AND PROTECTION

A. General

1. Repair damaged and defective woodwork wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork.
2. Adjust joinery for uniform appearance. Clean hardware, lubricate and make final adjustments for proper operation. Clean woodwork on exposed and semi-exposed surfaces.
3. Touch-up shop-applied finishes to restore damaged or soiled areas.
4. Protect surfaces from damage until date of substantial completion. Repair work or replace damaged work, which cannot be repaired to the City's satisfaction.

B. Finishing

1. Complete the finishing work to whatever extent not completed at shop or prior to installation of woodwork.

C. Protection

1. Installer of Work of this Section shall advise Contractor of procedures required to protect architectural woodwork during remainder of construction period to ensure that Work will be without damage or deterioration at time of acceptance.

Bidders are directed to the attached drawings for further information regarding installation and requirements for the Work described herein.

SECTION 4. REQUIRED QUALIFICATIONS FOR BIDDERS: Successful Bidder shall have a minimum of five (5) years' experience in the manufacturing of library shelving; as well as, a minimum of three (3) years' experience in the installation of library shelving. The City reserves the right to require proof of experience.

SECTION 5. TERM OF CONTRACT.

The Successful Bidder shall start the performance of any resultant as fixed by a notice to proceed given by the City to the Successful Bidder and fully and completely perform the Contract in such manner that all shelving and components are delivered and available for installation by no later than February 8, 2015. The Successful Bidder will be required to fully and completely install all metal shelving and components within twenty-one (21) consecutive calendar days of the final delivery date, all in accordance with the Contract provisions.

SECTION 6. PAYMENT FOR SERVICES: Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract, 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 November 18, 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>. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

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

**"Sealed Bid Number: 15-11-06.
Opening Date: November 18, 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. Receipt by the bidder of such addendum should be acknowledged on the Bid Form and/or addendum. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at www.roanokeva.gov/purchasing. The City is not responsible for any ITB obtained from any source other than the City. Contact Monica Cole, Senior Buyer, by phone at 540-853-5268, or by email at monica.cole@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)&(B)(1), 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, as well as, on City's electronic procurement website. Upon completion of the Contract, payment will be made only to the Successful Bidder at the address as shown on the Contract. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Contract(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 shall include:

- 1. Page 1, Invitation to Bid**
- 2. Page 21, Bidder Specifications**
- 3. Page 22-23, The Bid Form (Lump Sum Price shall include all labor, materials, delivery costs, overhead and profit.)**

Failure to do so may result in the Bid being determined as non-responsive.

Questions or concerns may be addressed by contacting Monica Cole, Senior Buyer, at (540) 853-5268 or by email at monica.cole@roanokeva.gov.

- 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 Monica Cole, Senior Buyer, at (540) 853-5268, or by email at monica.cole@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 Nonstock 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 permission of the Purchasing Manager or her designated representative, on the subject of this bid, is strictly forbidden. Violation of this Instruction may result in disqualification of 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. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at www.roanokeva.gov/purchasing.
- 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. Total lump sum bid price 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 perform the Contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or 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 perform the Contract and/or provide the services and/or items requested in the ITB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or 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 Contract 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 Contract. 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 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 as follows: 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 Contract 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 on the Awarded Bids Tab on the Purchasing Division web page at www.roanokeva.gov/purchasing and 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 Contract, 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 Contract.

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/or 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 CONTRACT/PURCHASE ORDER TO BE AWARDED:

The Sample Contract marked as Attachment C to ITB No. 15-11-06 contains terms and conditions that the City plans to include in any contract/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 Sample 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 contract/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 Contract/Purchase Order that may be issued by the City to the Successful Bidder.

END.

**ATTACHMENT A
TO
ITB #15-11-06**

BIDDER SPECIFICATIONS

<u>Item No.</u>	<u>Item Description</u>	<u>Bidder Specified Item Number (If applicable)</u>	<u>Bidder Specified Item Description, including Manufacturer/Model</u>
90A	SF Shelf Unit		
78A	SF Shelf Unit		
78B	DF Shelf Unit		
66A	SF Shelf Unit		
66B	SF Shelf Unit		
66C	DF Shelf Unit		
66AV1	SF Shelf Unit		
66AV2	DF Shelf Unit		
66AV3	SF Shelf Unit		
60A	DF Shelf Unit		
42A	SF Shelf Unit		
42B	DF Shelf Unit		
E1-E18	End Panels, Display Rails & Filler Units		
S1- S2	Canopies		
66AV2	Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1)		
66AV3	Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1)		

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**ATTACHMENT B
TO
ITB #15-11-06**

BID FORM/SPECIFICATIONS

DESCRIPTION	LUMP SUM BID PRICE
<p>Metal shelving for the Raleigh Court Library, located at 2112 Grandin Road, Roanoke, Virginia 24015, in accordance with the attached drawings. Shelving will include metal shelving, end panels, fillers and canopies. Successful bidder shall fabricate, provide and install shelving and all components described herein.</p> <p><u>EXCLUDES</u> ALTERNATE ITEMS: 66AV2 Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1) 66AV3 Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1)</p>	<p>\$ _____</p> <p><u>EXCLUDING</u> ALTERNATE ITEMS</p>

DESCRIPTION	LUMP SUM BID PRICE
<p>Metal shelving for the Raleigh Court Library, located at 2112 Grandin Road, Roanoke, Virginia 24015, in accordance with the attached drawings. Shelving will include metal shelving, end panels, fillers and canopies. Successful bidder shall fabricate, provide and install shelving and all components described herein.</p> <p><u>INCLUDES</u> ALTERNATE ITEMS: 66AV2 Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1) 66AV3 Pull-Out 1-Tier Browsing Box (8 per unit) (Alternate 1)</p>	<p>\$ _____</p> <p><u>INCLUDING</u> ALTERNATE ITEMS</p>

LUMP SUM PRICE SHALL INCLUDE ALL SHELVING, COMPONENTS, MATERIALS, LABOR, SHIPPING AND HANDLING CHARGES. THE CITY MAY ELECT TO AWARD BID WITH OR WITHOUT ALTERNATE ITEMS, IN ITS SOLE DISCRETION.

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 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:

Signature page required with submittal of bid

- A. _____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder’s/offeror’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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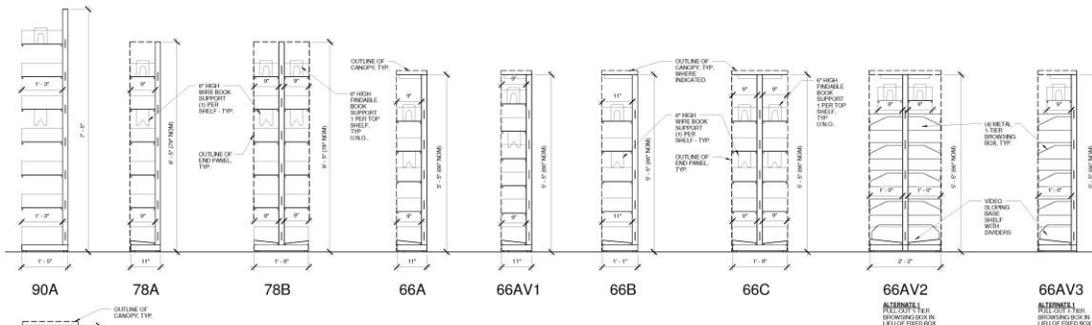
**ATTACHMENT C
TO
ITB #15-11-06**

DRAWINGS

3 Pages

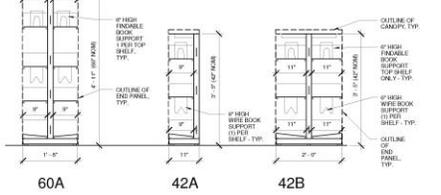
METAL SHELVING GENERAL NOTES

1. BASE OF DESIGN BRACKETS MUST BE WELDED TO FRAME, UNLESS NOTED OTHERWISE.
2. COLOR: FINISH IS WHITE.
3. ALL SHELVING UNITS TO BE STANDARD 9" WIDE UNLESS NOTED OTHERWISE.
4. PROVIDE CORNER FILLERS AND CUT SHELVES AND FRAMES AS REQUIRED TO ACHIEVE FLUSH WALL TO WALL, WALL TO WALL, WALL TO WALL, WALL TO WALL, WALL TO WALL INSTALLATION.
5. ALL SHELVING UNITS TO BE FREE STANDING, SECURE SINGLE FACE UNITS TO ADJACENT WALL (TYPICAL UNITS).
6. SHELVING TO BE CAPABLE OF WITHSTANDING EARTHQUAKE MOTIONS DETERMINED IN ACCORDANCE TO THE LOCAL BUILDING CODES.
7. INCLUDE ALL SUPPORT BRACKETS AND ACCESSORIES FOR ATTACHMENT OF CUSTOM CABINETS AND METALWORK ACCESSORIES INCLUDING BUT NOT LIMITED TO CORNERS AND END PANELS.
8. SUBMIT 3D EXPLODED DRAWINGS WITH COMPLETE DETAILS OF EACH COMPONENT INCLUDING LOCATION, SIZE AND WEIGHTS OF COMPONENTS, PREPARED ANCHOR AND HANGERS, PRESSIONS FOR THE USE OF CORNER BRACKETS, AND INSTALLATION CALL OUTS. PROVIDE A COMPLETE BILLING LOGIC FOR ALL MATERIALS. THIS LOGIC IS TO BE SUBMITTED TO THE ARCHITECT. INSULATED CARBON FIBER FILE WILL BE MADE AVAILABLE BY THE ARCHITECT.
9. VERIFY SHELVING UNIT LOCATION BY FIELD MEASUREMENTS PRIOR TO FABRICATION AND INDICATE MEASUREMENTS ON SHOP DRAWINGS.
10. COORDINATE FABRICATION SCHEDULE WITH CONSTRUCTION PROGRESS TO AVOID DELAYING THE WORK.
11. FINISHABLE BOOK SUPPORTS TO HAVE CORN BOTTOM.



METAL SHELVING LIST

NO.	DESCRIPTION	COLLECTION
90A	SINGLE FACE SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	WORK ROOM
78A	SINGLE FACE SHELVING UNIT 36 INCHES WIDE X 70 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	ADULT COLLECTION TEEN
78B	DOUBLE FACE SHELVING UNIT 36 INCHES WIDE X 70 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	ADULT COLLECTION
66A	SINGLE FACE SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	CIRCULATION
66AV1	SINGLE FACE AV SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	AUDIO VISUAL
66B	SINGLE FACE SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	CHILDREN'S AREA
66C	DOUBLE FACE SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	ADULT COLLECTION CIRCULATION
66AV2	DOUBLE FACE AV SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	AUDIO VISUAL
66AV3	SINGLE FACE AV SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	AUDIO VISUAL
66A	DOUBLE FACE SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	CHILDREN'S AREA TEEN
66B	SINGLE FACE SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	TEEN
66B	DOUBLE FACE SHELVING UNIT 36 INCHES WIDE X 40 INCHES HIGH (1) 11" INCH (10" NOM) ADJUSTABLE SHELVES WITH INTEGRAL BACK (2) 11" INCH (10" NOM) SLOPED CLOSED BASE SHELF WITH INTEGRAL BACK (1) WIRE BOOK SUPPORT (EA. SHELF) (1) FINISHABLE STEEL BOOK SUPPORT - TOP SHELF	HOLDS



CABINERY SYMBOL LEGEND

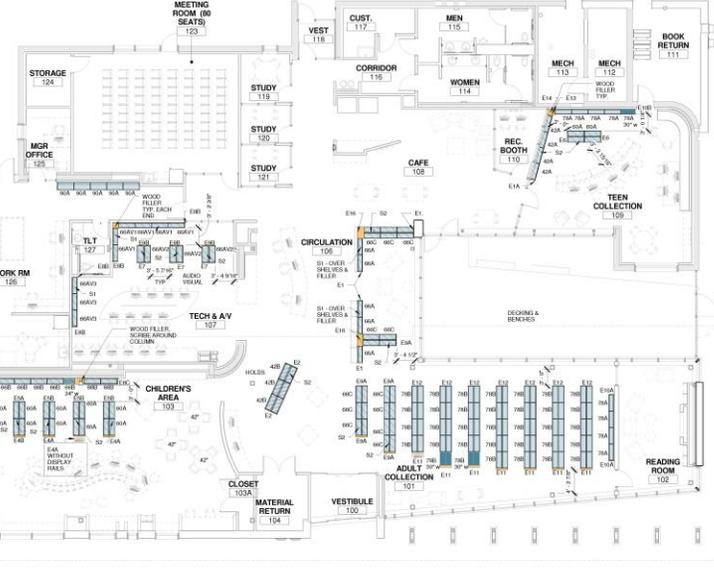
- E1 END PANEL INSTALLED ON METAL SHELVING THAT IS PART OF SHELVING.
- E2 CANOPY SHELF INSTALLED ON METAL SHELVING THAT IS PART OF SHELVING.
- W1 WIRE BOOK SUPPORT INSTALLED ON METAL SHELVING THAT IS PART OF SHELVING.
- W2 WIRE BOOK SUPPORT INSTALLED ON METAL SHELVING THAT IS NOT PART OF SHELVING.

2 METAL SHELVING PROFILES

AS SHOWN 3/4" x 1-0"

WOODWORK FINISH LEGEND

REQ. NO.	DESCRIPTION	WOOD STAIN TYPE - COLOR(S) (S/N)
RES-1	MFG: LUMBER PATTERN: LUMBER, GLAZER FRONT FINISH: BRUSHED SILVER BACK FINISH: BRUSHED SILVER INSTALLATION: COORDINATE WITH SHELVING	ALL STAIN COLORS TO MATCH ARCHITECT'S CUSTOM CONTROL SAMPLE (S/N) x (BASES OF DESIGN)
RES-2	MFG: LUMBER PATTERN: LUMBER, GLAZER FRONT FINISH: BRUSHED SILVER BACK FINISH: BRUSHED SILVER INSTALLATION: COORDINATE WITH SHELVING	MFG: LUMBER COLOR: MICHIGAN AMBER CHERRY FINISH: SELECT HARD WHITE MAPLE
RES-3	MFG: LUMBER PATTERN: LUMBER, GLAZER FRONT FINISH: BRUSHED SILVER BACK FINISH: BRUSHED SILVER INSTALLATION: COORDINATE WITH SHELVING	MFG: LUMBER COLOR: BRUSHED SILVER FINISH: SELECT HARD WHITE MAPLE
RES-4	MFG: LUMBER PATTERN: LUMBER, GLAZER FRONT FINISH: BRUSHED SILVER BACK FINISH: BRUSHED SILVER INSTALLATION: COORDINATE WITH SHELVING	MFG: LUMBER COLOR: BRUSHED SILVER FINISH: SELECT HARD WHITE MAPLE
RES-5	MFG: LUMBER PATTERN: LUMBER, GLAZER FRONT FINISH: BRUSHED SILVER BACK FINISH: BRUSHED SILVER INSTALLATION: COORDINATE WITH SHELVING	MFG: LUMBER COLOR: BRUSHED SILVER FINISH: SELECT HARD WHITE MAPLE
RES-6	MFG: LUMBER PATTERN: LUMBER, GLAZER FRONT FINISH: BRUSHED SILVER BACK FINISH: BRUSHED SILVER INSTALLATION: COORDINATE WITH SHELVING	MFG: LUMBER COLOR: BRUSHED SILVER FINISH: SELECT HARD WHITE MAPLE



1 SHELVING PLAN
AS SHOWN 10" x 1-0"

DATE	DESCRIPTION
10/01/2014	ISSUED FOR BIDDING
07/16/2015	FOR CONSTRUCTION
09/01/2015	REVISED FOR SHELVING ITEMS

Addition & Renovation
ROANKE PUBLIC LIBRARY
RALEIGH COURT BRANCH
 2112 GRANDIN ROAD SW, ROANOK, VIRGINIA 24015

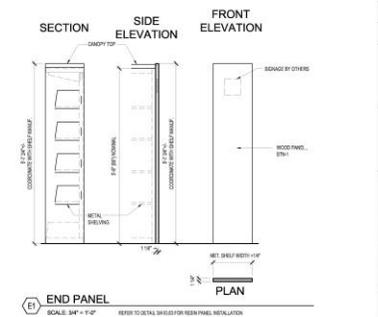
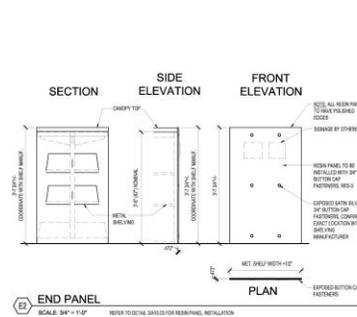
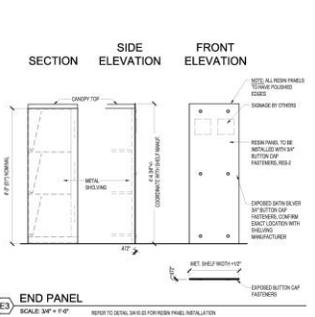
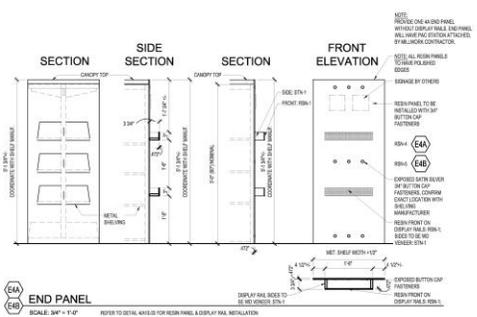
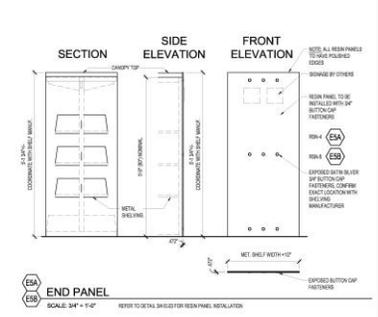
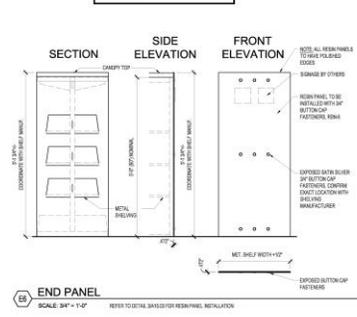
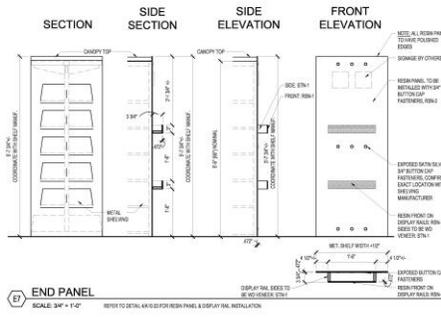
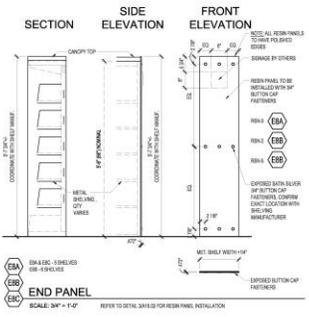
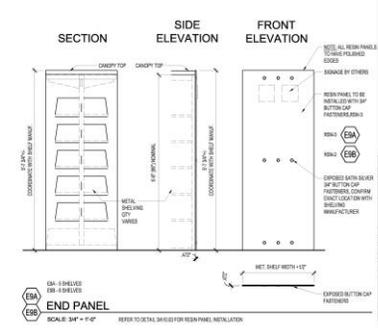
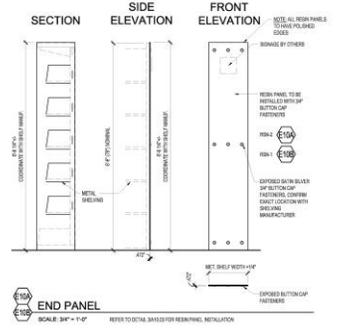
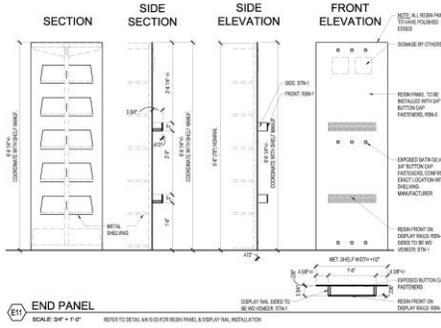
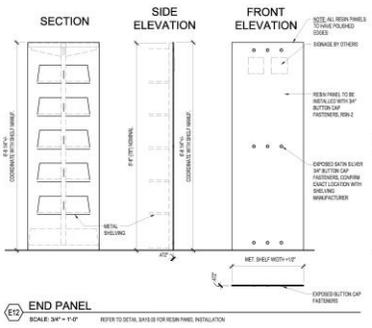
PROJECT NO: 14021
 SCALE: As Indicated

SHELVING PLAN

A10.01

216.241.1100
 1382 West Ninth Street
 Suite 300
 Cleveland, Ohio 44113

www.HBMarchitect.com
HBM



NOTE: METAL METALLIZED FINISH END PANEL WITH EXPOSED BUTTON CAP PATENTERS, CONFINER TO BE AWARE THAT THE PATENTERS SHALL NOT BEET COMPROMISING METAL, SHIELDING OR SUPPLY NEED TO TRANSPARENT METALLIZATION

NOTE: END PANEL DIMENSIONS ARE BASED ON METAL SHELVING WIDTH FROM CENTER LINE DIMENSIONS WITH METAL, SHIELDING OR SUPPLY NEED TO TRANSPARENT METALLIZATION

NOTE: CONFIRM EXACT LOCATION OF SHIMMING IN RELATION TO METALLIZATION. ALL SHIMS ARE SHOWN AT 1/8" TYP.

NOTE: SET COUNTRY GENERAL INFO MATERIAL, SHIMMING FOR WOODWORK FINISH LEADING

DATE: 10/10/14
ISSUED FOR BIDDING
ISSUED FOR PERMITTING
ISSUED FOR CONSTRUCTION
ISSUED FOR PERMITTING
ISSUED FOR PERMITTING

Addition & Renovation
ROANOKE PUBLIC LIBRARY
RALEIGH COURT BRANCH
2112 GRANDIN ROAD SW, VIRGINIA 24015

PROJECT NO: 14001
SCALE: AS NOTED

SHELVING CABINETRY TYPES

A10.02

216.241.1100
1382 West Ninth Street
Suite 300
Cleveland, Ohio 44113
www.HBMarchitects.com





**ATTACHMENT D
TO
ITB #15-11-06**

SAMPLE CONTRACT

**CITY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND
FOR METAL SHELVING FOR RALEIGH COURT LIBRARY**

This Contract # _____ is dated _____, 20____, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the “City” or “Owner”, and

(legal name and address of contractor)

hereinafter referred to as the “Contractor,” **{NOTE: Use one of the following if applicable.} {a _____ corporation.} {an Individual.} {a _____ Partnership.} {a _____ Limited Liability Company.}**

WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for fabrication, delivery, installation and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Bid Form Completed by Contractor and dated _____ (Exhibit 3). **(To be provided after selection of Successful Bidder.)**
4. City Special Terms and Conditions (Exhibit 5).

5. Invitation to Bid No. 15-11-06, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, for the total amount of \$_____ , as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

The Successful Bidder shall start the performance of any resultant as fixed by a notice to proceed given by the City to the Successful Bidder and fully and completely perform the Contract in such manner that all shelving and components are delivered and available for installation by no later than February 8, 2015. The Successful Bidder will be required to fully and completely install all metal shelving and components within twenty-one (21) consecutive calendar days of the final delivery date, all in accordance with the Contract provisions.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

- A. Payment shall be requested for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the City. A written report detailing work completed shall accompany each request for payment, together with sufficient documentation of all reimbursable expenses or costs.
- B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such

request for payment. All work actually performed, services actually supplied, and/or materials or goods furnished to the City need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by Contractor directly to the Streets and Traffic Division of the City's Transportation Department. Approval and payment of such invoices shall be the responsibility of the City's Streets and Traffic Superintendent or designee. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

- C. The services the Contractor may be requested to provide the City are those items set forth in Exhibit 2 (Scope of Work) and/or Exhibit 3 (Bid Form), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for such services provided to and accepted by the City under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 3 (Bid Form). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges.

SECTION 6. 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.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

SECTION 8. INSPECTION.

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

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is

required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, 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 Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor 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 Contractor'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 this Contract, 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. Contractor 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 this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor 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. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment

insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract 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 Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit

themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

- A. During the performance of this Contract, Contractor agrees as follows:
- i. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that 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.
- B. 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.

SECTION 22. 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 23. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 24. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 26. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 27. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 28. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 29. NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke _____ _____ _____
Facsimile:	Roanoke, Virginia 2401X (540) 853-XXXX
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW Roanoke, Virginia 24011
Facsimile:	(540) 853-1513
If to Contractor:	_____ Attn: _____, President/CEO _____ _____
Email Address:	_____
Phone:	_____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 30. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor’s operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor’s Work to prevent damage to it and shall protect the City’s property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 31. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.

The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 33. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its

existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 36. JOBSITE APPEARANCE.

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Contract.

SECTION 37. FINAL CLEANING.

The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the Project, the City may do so and charge for the costs thereof to the Contractor.

SECTION 38. PROTECTION ON SITE.

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

SECTION 39. SAFETY AND HEALTH PRECAUTIONS.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

SECTION 40. PROTECTING THE PUBLIC.

The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation.

SECTION 41. PROTECTING THE WORK AND ADJACENT PROPERTY.

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the City's property and the property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

SECTION 42. EMERGENCIES.

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the City's project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Contractor shall so act immediately, without appeal.

SECTION 43. DAMAGE TO THE WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the City.

SECTION 44. DAMAGE TO OTHER WORK OR UTILITIES.

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

SECTION 45. DAMAGE TO EXISTING STRUCTURES.

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the City.

SECTION 46. RELEASE BY CONTRACTOR.

The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 47. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part that is found, by the City, to be defective.

SECTION 48. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

(Full Legal Name of Contractor)

_____ By _____

Printed Name and Title

Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

_____ By _____
City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

City Attorney

Director of Finance

Approved as to Execution:

Account # _____

Date _____

City Attorney

**EXHIBIT 1
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR
METAL SHELVING AT RALEIGH COURT LIBRARY**

REFERENCE: ITB# 15-11-06

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS SECTION

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

(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.

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.

END

**EXHIBIT 2
TO CONTRACT
BETWEEN CITY OF ROANOKE AND**

FOR METAL SHELVING AT RALEIGH COURT LIBRARY

REFERENCE: ITB# 15-11-06

SCOPE OF WORK

The following are the services and/or items that the Successful Bidder will be required to provide and such services are to be included in the bids.

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

TO BE ADDED FOLLOWING AWARD TO SUCCESSFUL BIDDER.

**EXHIBIT 3
TO CONTRACT
BETWEEN CITY OF ROANOKE AND**

FOR METAL SHELVING AT RALEIGH COURT LIBRARY

REFERENCE: ITB# 15-11-06

BID FORM

TO BE ADDED FOLLOWING AWARD TO SUCCESSFUL BIDDER.

**ATTACHMENT E
TO
ITB 15-11-06**

CARDS PAYABLE APPLICATION

The City of Roanoke is committed to effective and efficient use of its financial resources. To support this commitment, the City implemented an electronic Card Payables program to streamline the accounts payable process. This program will allow the use of MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution, Fifth Third Bank, to make electronic payments.

A unique VCN number will be issued for each invoice transaction. The VCN will be issued by the City upon approval and delivered via secure email from the Bank to the designated individual of the applying company (applicant). Instructions will be provided on how to retrieve the assigned VCN and how to provide the required invoice detail. The VCN can be processed through a normal point of sale (POS) terminal. Upon acceptance of this payment arrangement the applicant will need to ensure the Bank's email address is allowed through its organization's security firewall.

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

- **Improved cash flow** - receive payment in 48 – 72 hours from invoice approval
- **Reduced credit and collection expenses** – reduce administrative costs incurred on collections and late payments
- **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 encourages support from its vendors. The program should prove beneficial to both of the City and vendor organizations.

Please address any questions to Rene Satterwhite at 540-853-5209 or rene.satterwhite@roanokeva.gov.

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 (Credit Card transaction fees may apply)
- I am a current MasterCard merchant acceptor.
Yes No (Credit Card transaction fees may apply)
- 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 _____