



CITY OF MANASSAS

VIRGINIA

PURCHASING DIVISION

8500 Public Works Drive, Manassas, VA 20110

Telephone: (703) 257-8368 Facsimile: (703) 257-5813

www.manassascity.org

INVITATION TO BID

Issue Date: December 3, 2018 ITB No: 19B007

**FOR:
WATER METER BOXES**

BONDS REQUIRED (yes/no)	
5% Bid Bond:	No
100% Payment Bond:	No
100% Performance Bond:	No

BID DUE:	
DATE DUE:	DECEMBER 18, 2018
TIME PRIOR TO:	2:30 PM – LOCAL TIME

SUBMIT BID TO:

CITY OF MANASSAS, PURCHASING DIVISION, BUILDING B
8500 PUBLIC WORKS DRIVE, MANASSAS, VA 20110

LOCATION OF BID OPENING:

PUBLIC WORKS FACILITY BUILDING B
PURCHASING DIVISION
8500 PUBLIC WORKS DRIVE
MANASSAS, VA 20110

Purchasing Agent: Jerry Burke, CPPB
Senior Buyer
(703) 257-8385
jburke@ci.manassas.va.us

**INVITATION TO BID
TABLE OF CONTENTS**

I.	PURPOSE AND INTENT	1
A.	SCOPE OF CONTRACT	1
B.	PERIOD OF CONTRACT	1
C.	DEFINITIONS.....	1
D.	COMPETITION INTENDED	3
E.	TYPE OF CONTRACT	3
F.	ORDER OF PRECEDENCE	3
II.	SPECIFICATIONS OF BIDDING	3
A.	SPECIFICATIONS:.....	3
C.	INSURANCE CHECKLIST	5
D.	COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF BIDDER.....	6
E.	METHOD FOR MAKING SUBMISSION.....	7
F.	BIDDER CERTIFICATIONS	8
III.	EVALUATION OF BID	9
A.	NET PRICES AND DELIVERY TERMS; TAX EXEMPTION AND RESPONSIBILITY	9
B.	REQUIRED ELEMENTS OF BID PACKAGE	10
C.	BID FORM AND EVALUATION	12
D.	REFERENCES	13
E.	DETERMINING IF BIDDER IS RESPONSIBLE	13
F.	BID ACCEPTANCE PERIOD	14
G.	WITHDRAWAL OF BIDS.....	14
IV.	METHOD OF AWARD OF CONTRACT	15
A.	AWARD TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.....	15
B.	ANNOUNCEMENT OF AWARD.....	15
V.	FORM OF CONTRACT AND RELATED DOCUMENTS	15
A.	USE OF CITY STANDARD FORM CONTRACT	15
B.	DIFFERING TERMS IN BIDDER-SUPPLIED FORMS OR LETTERS	15
C.	METHOD OF ORDERING	16
D.	COOPERATIVE PROCUREMENT	16
VI.	MISCELLANEOUS	16
A.	AUTHORITY OF AGENTS.....	16
B.	EXAMINATION OF DOCUMENTS	17
C.	NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES, AND SERVICE DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS.....	18
D.	AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	19
VII.	BID SUBMISSION FORM	20

RIDER CLAUSE

ER

ROR! BOOKMARK NOT DEFINED.

I. PURPOSE AND INTENT

A. SCOPE OF CONTRACT

The City of Manassas is soliciting Bids for Water Meter Boxes.

B. PERIOD OF CONTRACT

The period of the Contract shall be for two (2) years from date of award and may be extended for two (2) additional one (1) year periods upon mutual consent.

C. DEFINITIONS

Capitalized terms that are defined in the Virginia Public Procurement Act (VPPA) or City of Manassas Public Procurement Policy (City Policy) have the same meanings in this Bid as are given in that law or policy. Capitalized terms not defined in the VPPA or City Policy but used in this Bid have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. **Acceptable Surety:** For any bond required under this ITB, an acceptable surety may be any of the following:
 - a. Corporate surety bond in form acceptable to the City Attorney; or
 - b. Irrevocable letter of credit in form acceptable to the City Attorney; or
 - c. Certified check or cash escrow.
2. **Bidder:** Any individual, company, firm, corporation, partnership or other entity bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the City.
3. **City or Owner:** The City of Manassas, Virginia or its actually authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, City Manager, Purchasing Manager, or other designee of City Council may always act on behalf of the City. Under Virginia law, no employee or agent may bind the City unless he or she has actual authority to do so; the doctrine of apparent authority has no application to municipalities.
4. **City Policy:** The applicable provision contained in the City of Manassas Public Procurement Policy, as amended.
5. **Contractor:** The individual, company, firm, corporation, partnership or other entity to whom an award is made by the City.
6. **Due Date:** The date stated on the cover page of this Invitation to Bid for receipt and opening of the Bids.

7. **Estimated Bid Quantities/Unit Price Contract:** In this type of contract, the City estimates its needs in advance and the Bidder bids prices for each of these items. The City does not guarantee buying its estimated quantities or any given quantity from the selected bidder, and may purchase the items covered by the award through other Procurement transactions. For each shipment of Goods, the City will issue a purchase order, or place the purchase on a credit card.
8. **Firm Fixed Price:** In this type of contract, the Bidder submits a flat price for the entire Procurement. This does not preclude additions or deletions on a unit price basis where provided for in the Invitation to Bid.
9. **Hourly Rate:** In this type of contract, the Bidder submits a stated hourly rate for the work to be performed. The bid may include reimbursement for incidental expenses, such as materials and travel, only if expressly provided for in the specifications of the Invitation to Bid.
10. **Informality:** A minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity or delivery schedule for the Good, Services, Insurance or Construction being procured.
11. **Insurance:** has the meaning given in Virginia Code § 38.2-100.
12. **Invitation to Bid (ITB):** A request which is made to prospective suppliers (bidders) for their quotation on Goods, Services, Construction or Insurance desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
13. **Nominal Value:** Having a fair market value or potential fair market value of no more than five dollars (\$5.00). Something has potential value if it may produce value in the future. Examples of items with potential value include lottery tickets, stock in privately held companies, and business opportunities.
14. **Non-Professional Services:** All Services other than Professional Services, as identified in the VPPA.
15. **On Call:** Services that a Contractor makes available at an Hourly Rate when needed by the City. No particular amount of work is guaranteed. If the Specifications do not give minimum response times or similar measures of performance, then it is implied that recognized industry standards or the Bidder's published standards apply, whichever is more beneficial to the City.
16. **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
17. **Proof of Insurance:** A copy of the relevant portions of the insurance declaration page, or its equivalent, showing continuing coverage at the required amounts.
18. **Purchasing Agent:** The City Purchasing Division employee listed on the cover sheet of this ITB.
19. **Purchasing Manager:** The head of the City Purchasing Division.

20. **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.

D. COMPETITION INTENDED

It is the City's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Manager in writing if any language, requirements, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the ITB to a single source. Such notification must be received by the Purchasing Manager or appointed designee not later than seven (7) days prior to the Bid due date.

E. TYPE OF CONTRACT

The City of Manassas expects to award a firm fixed price Contract in the form of the City Standard Contract.

F. ORDER OF PRECEDENCE

Procurement by the City is governed by the City of Manassas Public Procurement Policy, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. If an inconsistency exists between the Specifications of this ITB, the General Provisions, Contract, or other included document, or the Purchasing Policies and State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. Virginia Public Procurement Act, as amended,
2. City of Manassas Public Procurement Policy, as amended,
3. The Specifications of this Invitation to Bid (Section II), except to the extent modified through negotiation permitted by VPPA when the low bid exceeds the available funds,
4. The Contract,
5. The General Provisions of this Invitation to Bid (Sections I, III-VI)

II. SPECIFICATIONS OF BIDDING

A. SPECIFICATIONS:

1. The City of Manassas is seeking bid from qualified bidders to supply and deliver an estimated yearly quantity of 50 DFW 1800.18.1 water meter boxes complete with flush mounted 1200.1 meter box lid or approved equivalent and an estimated yearly quantity of 100 Old Castle 14192011 water meter boxes complete with flush mounted lid 14194141 lids or approved equivalent.

Item No. 1: Shall be the DFW 1800.18.1 complete with flush mount #1200.1 lids or approved equivalent.

Item No. 2: Shall be Old Castle 14192011 Box with flush mount lid 14194141 or approved equivalent

Item No. 3: Flush mount **LIDS ONLY** #DFW1200.1 or approved equivalent.

Item No. 4: Flush mount Old Castle **LIDS ONLY** 14194141 or approved equivalent.

Item No. 5: Overlapping Single **LIDS ONLY** Ford PMBC-3L.

B. SPECIAL TERMS AND CONDITIONS:

1. Delivery maybe a factor in award, please state your earliest firm delivery date in the space provided on the pricing page.

2. Delivery will be received at the following location:

City of Manassas
8500 Public Works Drive
Manassas, VA. 20110

3. Boxes and lids shall be palletized as convenient. Boxes and lids shipped lose may be rejected.

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

5. **PRICES AND PRICE ADJUSTMENT:**

a. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices shall remain firm for the duration of the contract, unless otherwise stipulated in these Special Provisions.

b. Minimum order will be \$1,500.00 for F.O.B. delivery to ordering agency within the City of Manassas. For orders of less than \$1,500.00 the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

c. The Contractor warrants that the unit price stated herein shall remain firm for a period of not less than 365 calendar days from the first day of the contract period. If the Contractor's unit price is increased after 365 calendar days, the contract unit price may be increased upon approval of the Contractor's written request to the Purchasing Agent.

- d. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Municipal cost index. Such price adjustment shall be by the same percentage as documented and the contract shall be modified accordingly provided THAT:
 - i. The total of the increase in a contract unit price made under this clause during the initial contract period shall NOT exceed a total of five percent (5%) per contract period on the price(s) prevailing at the time of renewal;
 - ii. The increased contract unit price may be effective after 365 calendar days provided that the Contractor submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;
 - iii. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the increased contract unit price. Orders placed, via City Purchase Order, shall be considered to have been received by the Contractor after the third (3rd) calendar day following the date of signature by the Purchasing Agent or his authorized representative;
 - iv. Such requested contract unit price increase shall become effective only upon approval by the City Purchasing Agent;
 - v. Within thirty (30) calendar days after receipt of a Contractor's written request, the City Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

C. INSURANCE CHECKLIST

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. With all types of required insurance except Worker's Compensation, the Contractor must add the City as an additional insured. Proof of insurance showing the City as an additional insured are not required at the Bid stage but are a condition precedent to the award of a Contract.

The Contractor shall provide a signed Proof of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the Purchasing Manager before a Contract is awarded.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid Proof of Insurance will result in suspension of all payments until the new certificate is furnished.

1. Worker's Compensation REQUIRED NOT REQUIRED
 - a. Coverage to be in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
 - b. State.....Statutory
 - c. Applicable Federal.....Statutory
 - d. Employer's Liability.....\$100,000
 - e. Benefits Required by Union Labor Contractors.....As Applicable

2. Commercial General Liability (coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the contractor's operations under the contract; including Contractual Liability; Products and Completed Operations; Premises Operations):
 REQUIRED NOT REQUIRED
 - a. Combined Single Limit:

\$3,000,000.....Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

If policy contains a general aggregate limit, it shall apply separately to each project
 - b. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis.

3. Automobile Liability (Owned, Non-Owned, Hired)
 REQUIRED NOT REQUIRED
 - a. \$3,000,000.....Each Accident
(Bodily Injury and Property Damage) in primary policy or through use of Umbrella or Excess Limits.

4. Professional Liability/Errors and Omissions: REQUIRED NOT REQUIRED

Minimum Limits:

\$3,000,000.....Each Claim

D. COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF BIDDER

1. A Bidder may submit questions and comments regarding this Solicitation only to the Purchasing Agent. To receive an answer, the Bidder must submit all questions and comments no later than seven (7) days before the due date. The City Manager, Purchasing Manager, or Purchasing Manager's designee may also issue clarifications or modifications of the terms of the Solicitation even if no Bidder requests it.

2. Only the City Manager, Purchasing Manager, or Purchasing Manager’s designee may revise the terms of the Solicitation. If the City revises the terms of the Solicitation, it will do so in the form of an addendum to the Invitation to Bid posted on the City of Manassas website at www.manassascity.org and on the State of Virginia website at <https://eva.virginia.gov>. Each bidder has the responsibility to insure it has any addenda that have been issued in connection with this ITB. The Bidder will not rely on any information provided orally, or from anyone other than the City Manager, Purchasing Manager, or Purchasing Manager’s designee.
3. Each Bidder bears responsibility for thoroughly examining this ITB in its entirety. If a Bidder has any questions or comments regarding the proper meaning or intent of any aspect of the ITB or finds discrepancies in the plans and/or specifications, then it shall submit all such questions and comments in writing to the Purchasing Agent.
4. By submitting a Bid in response to this ITB, the Bidder represents that it has thoroughly examined this bid and all its attachments and incorporated documents, and that it has submitted any and all questions and comments it may have regarding the meaning or interpretation of this ITB to the City in the manner prescribed herein.

E. METHOD FOR MAKING SUBMISSION

1. Contents of submission:

Unless otherwise specified in the ITB, Bidders shall submit on the forms provided herein, one (1) original and 0 copies of the completed Bid Submission Form and all supporting documentation. The signed forms must be returned in a separate envelope or package, sealed, addressed as directed on the cover page, and identified as follows:

From:

_____ Name of Bidder	_____ Due Date	_____ Due Time
_____ Street/Box Number	_____ ITB Title	_____ ITB Number
_____ City	_____ State/Zip Code	_____ Purchasing Agent

Bids sent via express delivery service should be sealed in an envelope inside the express container. The Bidder assumes the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the City for the premature opening of a bid not properly addressed and identified as specified herein. The City will not make any adjustments to the bid based on additions or deletions on the outside of the envelope. Faxed or emailed bids are not allowed.

2. Determination of deadline:

The official time used in the receipt of Bids is local time. Each Bidder must deliver its bid before the minute stated on the cover page of this Invitation to Bid. For example, a due time of 2:30 means that a bid delivered at 2:29 is timely and one delivered at 2:30 is late.

3. Place for submission:

Bids must be received at the place stated on the cover page of the Bid. Bidders who use a delivery company, U.S. Mail, or courier bear the risk that the bid may not be received at the correct location by the deadline.

4. Extension of deadline:

Before the deadline passes or if the City receives no bids by the bid due date, the City may extend the date and time for opening of Bids or change the location of the bid opening if it believes it is necessary and in the best interest of the City. If that happens, Bidders will be notified of the new date and time or new location and Bids already received will not be opened until the new date and time. If the City of Manassas or the Public Works Facility Building B is closed unexpectedly on a bid due date, the bids will be opened at the same time and place the next business day that the City and Building are open, or else notice will be provided by addendum of a new bid opening date, time, and place.

5. Process for receipt of bids:

At the bid opening, the Purchasing Agent shall receive bids, open them, and read aloud the names of the Bidders and the amount of each bid. Thereafter, the provision on Examination of Documents herein applies to the release of bid data. The Bidder shall also comply with all procedural instructions that may be issued by the City.

F. BIDDER CERTIFICATIONS

1. The Bidder shall certify, through its submission and signature on the bid, that the following statements are true and not misleading:

- a. That its Bid is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud.
- b. That it is not currently debarred by the Federal Government, Commonwealth of Virginia or the City from submitting bids on contracts for the Goods, Services, Construction or Insurance that is the subject of this Bid, nor is the Bidder an agent of any person or entity that is currently so debarred.
- c. That it has not offered or conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than Nominal Value or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- d. That to the best of its knowledge no City official or employee having official responsibility for this Bid or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received.
 - e. That it has submitted a single Bid. For purposes of this provision, the term “Bidder” includes all departments and divisions of a Business and all its Affiliates.
 - f. That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the City awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.
 - g. That it has read, understands, and agrees to the Terms and Conditions of the City’s Standard Contract for Goods, Services, Construction and Insurance herein.
2. Duty to supplement:

If the Bidder becomes aware of any information which makes any part of the Bidder Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading, the Bidder will immediately bring that information to the attention of the Purchasing Manager.

3. Penalty for false certification:

The City may declare a Bidder to be non-Responsible if the City discovers that the Bidder’s certification contains any materially false statement. The City may also void any resulting Contract or reduce the payment under the terms of the Contract by the value of the benefit or potential benefit conferred on a City official or employee contrary to these terms.

III. EVALUATION OF BID

A. NET PRICES AND DELIVERY TERMS; TAX EXEMPTION AND RESPONSIBILITY

1. Net prices:

Prices for Goods, unless otherwise specified, must be net, F.O.B at the address in the specifications or, if no address is specified, at the Public Works Facility Building B, 8500 Public Works Drive, Manassas, Virginia, and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the City of Manassas, Virginia, unless otherwise specified in this Bid. Title and risk of loss for such Goods shall pass to the City upon receipt and acceptance thereof at the City’s designated facility. Extra charges not made a part of the bid price will not be allowed.

2. Prompt Payment Discount:

Unless otherwise specified in the Bid, the City will not consider prompt payment discounts in evaluating a bid for award. However, even though not considered in the evaluation, the City will take such discounts if it tenders payment within the discount period.

3. Default delivery schedule:

Unless otherwise specified in the Specifications, delivery is to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except on City holidays or on days when inclement weather shuts the City government. It shall be the Contractor's responsibility to insure compliance with these instructions, regardless of the method of shipping.

4. Prices to remain firm:

If a Contract is awarded, the prices bid by the successful Bidder shall remain firm for the period of the Contract, unless otherwise specified in the Specifications.

5. Tax exemption:

The City is exempt from state and federal taxes. The City's tax identification number is 54-600-1411. The City will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Bidder. The City will not indemnify the Bidder against any tax charges. Any tax assessed against the Bidder as a result of the contract resulting from this Bid is the responsibility of the Contractor. However, when under established trade practice any Federal excise tax is included in the list price, the Bidder may quote the list price and show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.

B. REQUIRED ELEMENTS OF BID PACKAGE

To be considered, the Bid must contain the completed Bid Submission Form(s), any bid bond required and any other documents, samples, or information required by the terms of the Bid. Any Bidder which submits a Bid agrees that such bid becomes the property of the City and all costs incurred for its preparation are the responsibility of the Bidder.

1. Completeness and Responsiveness:

The Bidder must provide all information required by the Invitation to Bid in order for the Bid to be considered complete and Responsive. If the bid is incomplete at opening, the City will reject it as unresponsive unless the omission constitutes an Informality. Bids cannot be modified after they are opened, but a Bidder may supply omitted information that constitutes an Informality within a reasonable time set by the Purchasing Manager. If the Bidder modifies or qualifies the bid in a way that the ITB does not expressly allow, then the City will reject the Bid unless the modification or qualification constitutes an Informality.

2. Required permits, bonds and licenses:

- a. By submitting a Bid, Bidder represents that it will have all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property. The date that Bidder shall have the necessary licenses and permits is the date of performance unless otherwise required by law.
- b. If the “Bonds Required” box for bid bond is marked “Yes” on the cover sheet of this ITB, the Bidder must provide a bid bond with its bid, payable to the City of Manassas in an amount equal to five percent (5%) of the bid, together with Acceptable Surety. If the “Bonds Required” box for performance and/or payment bonds are marked “Yes” on the cover sheet of this Bid, the Bidder represents that it is able to obtain Acceptable Surety for the required bond(s) within fourteen (14) days after notification of intent to award. If a Bidder fails to obtain an Acceptable Surety for the required performance or payment bonds within the allotted time, the City may reject the Bidder’s bid and, if a Contract is awarded to the next-lowest Responsive and Responsible Bidder, the City will call the bid bond of the Bidder who was unable to obtain the performance or payment bond. Bonding requirements are not waivable except by canceling the Bid and issuing a new one without the bond requirement.
- c. All firms or individuals doing business in the City shall obtain a business license if required by the Code of the City of Manassas, Business, Professional and Occupational Licensing (BPOL) Tax, as amended. Questions concerning the BPOL Tax should be directed to the Commission of the Revenue 703-257-8214.

3. Acknowledgment of receipt of all addenda:

The Bidder must acknowledge receipt of addenda on the Bid Submission Form unless such failure to acknowledge constitutes an Informality.

4. Descriptive literature and specifications:

- a. Except where the Bidder intends to provide the Brand Names identified in the Invitation to Bid or follow blueprints or similarly detailed specifications, the Bidder is responsible for clearly and specifically indicating the Goods, Services, Insurance or Construction being offered and for providing sufficient descriptive literature, samples, catalog cuts and/or technical detail to enable the City to determine if the bid meets the requirements of the Invitation to Bid. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-Responsive.
- b. Unless the Bidder clearly indicates in its Bid that the product offered is an “equal” product, its Bid will be considered to offer the brand name product referenced in the specifications.

- c. Unless otherwise expressly provided in the specifications, the name of a certain brand, make or manufacturer shall not restrict Bidders to the specific brand, make or manufacturer named but conveys the general style, type, character, and quality of the article desired. The City, in its sole discretion, shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

C. BID FORM AND EVALUATION

1. Waiver of Informalities:

The City reserves the right to waive any Informality in any Bid. However, Bids or amendments which are received after the date and time specified for the opening of Bids will be neither opened nor considered and will be returned unopened to the Bidder.

2. One Bid received:

When only one Bid is received and it is from a Responsive and Responsible Bidder, the Invitation To Bid may be canceled or a Contract may be awarded to the low Bidder if the price bid is reasonable and in the best interest of the City. When only one Bid is received for an item in an Estimated Bid Quantities or Requirements ITB, the City will award a contract for that item if the price bid is reasonable and in the best interest of the City; otherwise, the City will not make an award of bid on that item.

3. Tests and Inspections:

The City reserves the right to conduct any test or inspection it may deem advisable to ensure the proposed Goods or Services conform to the specifications of this Bid.

4. Errors in Bids:

If a Bidder makes an error in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in any other aspect of preparing a Bid, will not relieve the Bidder. Bidders are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted, unless the Bidder withdraws the Bid. Bidders may withdraw their bids only if permitted by the provision of this ITB governing "Withdrawal of Bids," IIIG.

5. Method of evaluating lowest bid:

Unless otherwise expressly stated in this Bid, the City will determine the lowest Bid(s) on the following basis, depending on the type of Contract:

- a. For Firm Fixed Price/Lump Sum Contracts, on the basis of the total cost of the base bid, without regard to any alternates. The City may, in its discretion, make alternates part of the award to the lowest Responsive and Responsible bidder to the extent of available funds.

- b. For Unit Price Contracts, on the basis of the total cost of all items measured by the Estimated Bid Quantities, without regard to any alternates. The City may, in its discretion, make alternates part of the award to the lowest Responsive and Responsible bidder to the extent of available funds.
- c. For Hourly Rate Contracts, on the basis of the hourly rate. The Bidder may not mark-up the cost of materials, unless the Specifications provide for a markup. The Bidder must obtain materials at the most economical price consistent with the needed quality, and the City reserves the right to obtain the materials if it can do so at a better price. The City will reimburse travel at the rate provided for by IRS regulation if the Specifications provide for travel reimbursement.
- d. The City may reject any bid, that would be awarded on the basis of estimated bid quantities, that is unbalanced if it is in the best interest of the City to do so. A bid will be considered unbalanced when, in the opinion of the Purchasing Manager, the bid allocates a disproportionate share of cost to the price of one or more bid items and reduces the costs to the price of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the City.

6. Tie Bids:

The Manassas city council, in the case of a tie bid, gives preference to goods, services, and construction produced in Manassas, Manassas Park, or Prince William County or provided by persons, firms or corporation having principal places of business in Manassas, Manassas Park, or Prince William County, if such a choice is available, otherwise the tie shall be decided by lot, unless Va. Code § 2.2-4324 applies.

D. REFERENCES

All Bidders shall include, with their bids, a list of at least three (3) current references for whom the Bidder has done comparable work. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of a Bid as non-Responsive.

E. DETERMINING IF BIDDER IS RESPONSIBLE

1. Award only to a “Responsible Bidder”:

The City will only award a Contract to a Bidder that, through evidence submitted or information available to the City, has shown that it has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Prequalification by an entity other than the City is not relevant to this determination.

2. Additional information:

If the City requests it, the Bidder must present within two business days, evidence satisfactory to the City of the Bidder's ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of this Bid and any resulting Contract. The City reserves the right to inspect the Bidder's physical facilities and conduct additional investigation prior to award to satisfy questions regarding the Bidder's capabilities.

3. Bidder in default:

No Bid will be accepted from or Contract awarded to any Bidder that is in arrears, or is in default to the City upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the City, until all such debts are paid. A Bidder may be debarred per the process set forth in Section 12 of City Policy.

4. Process for determination with Competitive Sealed Bidding:

With any Invitation to Bid, the City shall follow the process set forth in Section 5 of City Policy before making a determination of non-responsibility.

F. BID ACCEPTANCE PERIOD

Unless the Bidder withdraws its bid as allowed under the terms of this ITB or agrees to one or more extensions, the Bid is binding upon the Bidder for ninety (90) calendar days following the Bid Due Date. Bidder further agrees and understands that (except to the extent of any bid bond and the requirement to indemnify the City for costs incurred in protection of the Bidder's confidential information) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is executed and exchanged by and between the Bidder and the City. The following City agents have general authority to sign and execute a Contract on behalf of the City, to the extent authorized by City Council: the City Manager, and the Purchasing Manager. Unless authorized by a recorded affirmative vote of City Council, no other City officer or employee is authorized to execute Contracts, and no Contract executed by an unauthorized officer is binding on the City.

G. WITHDRAWAL OF BIDS

1. To withdraw a bid after bid opening due to error, a bidder must satisfy the substantive requirements of Va. Code §2.2-4330. In addition, the following procedures shall apply:
 - a. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

- b. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of 2.2-4342 if, and only if, the bidder, at or before the time the work papers, documents and materials are delivered to the City, (a) designates all or part of the work papers, documents and materials as trade secrets or proprietary information and (b) states the reasons why protection is necessary.

IV. METHOD OF AWARD OF CONTRACT

A. AWARD TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

The City is not at liberty to change the terms of the bargain after the opening of Bids. If the City awards a contract, it will award it to the lowest Responsive and Responsible Bidder unless it makes multiple awards, in which case the City will make awards in accordance with the terms of this Specification. If available funds are less than the lowest bid from a Responsive and Responsible Bidder, then the City may negotiate with the lowest Responsive and Responsible Bidder to obtain a price within available funds. The City shall follow the negotiation procedures set forth in Section 11 of City Policy.

The City expressly reserves the right to cancel or reject an ITB and/or all bids if such action is deemed to be in its best interest. The reason(s) for such cancellation or rejection shall be made part of the contract file. The City will not cancel or reject an ITB or all bids solely to avoid awarding a Contract to a particular Responsive and Responsible Bidder. The City may reissue the Bid if doing so is in the public interest.

B. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this Bid, the Purchasing Division will post Notice of the Intent to Award or Notice of Award on the bulletin board in the lobby of Building A, located at the Public Works Facility, 8500 Public Works Drive, Manassas, VA.

V. FORM OF CONTRACT AND RELATED DOCUMENTS

A. USE OF CITY STANDARD FORM CONTRACT

Unless otherwise specified in this Invitation to Bid, use of the City Standard Form Contract attached hereto is mandatory.

B. DIFFERING TERMS IN BIDDER-SUPPLIED FORMS OR LETTERS

No term in a Bidder-supplied form or letter may alter, contradict, or supersede the terms in this Solicitation and the resulting Contract.

C. METHOD OF ORDERING

1. The City may use two (2) different methods of placing orders from the final contract:

Purchase Orders (PO's)
City Procurement Cards
2. Orders may be placed orally by authorized employees of the City identifying themselves with the Purchase Order Number, and their name.
3. A Purchase Order (PO) may be issued to the Contractor on behalf of the City agency ordering the Goods, Services, Construction or Insurance covered under the contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by the Code of Virginia.
4. Procurement Card orders and/or payments may also be made by the use of a City of Manassas "Procurement" Card.

D. COOPERATIVE PROCUREMENT

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor. The bidder shall indicate on the attached Rider Clause whether it is willing to contract with any of the agencies listed. A negative response to this clause will not adversely affect consideration of any bid.

The bidder shall deal directly with each entity with regard to order placement, issuance of purchase orders, invoicing and payment. The entities mentioned are not bound to participate in any resultant contract.

VI. MISCELLANEOUS

A. AUTHORITY OF AGENTS

1. Bidder's agent:

Each Bid, and any Contract, must be signed by a person authorized to bind the Bidder to a valid Contract with the City. For a sole proprietorship, the principal may sign. The City may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the City may declare the Contract void if it is in its best interest to do so.

2. City's agent:

The Purchasing Manager has the final responsibility and full authority for issuance of Invitations to Bid, requests for proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the City of Manassas. Where permitted by City Policy, the City Manager, and Purchasing Manager may execute Contracts in the name of the City. No other City officer or employee is authorized to add to, vary, or waive terms of the ITB, place purchase orders, enter into purchase negotiations or contracts, or in any way obligate the City for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The City will not honor or ratify any void action of its employees or agents.

3. Non-appropriation of Funds:

- a. The authority of agents for the City is limited by appropriations. In subsequent fiscal years, the City may reduce or eliminate appropriations related to the procurement which is the subject of this ITB without liability to the Contractor or any third party.
- b. By issuing a Purchase Order, the City represents that sufficient appropriations have been made to meet the cost of the procurement in the current fiscal year.

B. EXAMINATION OF DOCUMENTS

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

1. Estimates:

Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

2. Prior to award:

Any Bidder upon request shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, unless the City decides not to accept any of the Bids and to reissue the ITB. Otherwise, Bid records shall be open to public inspection only after award of the Contract. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

3. Trade secrets:

The City will only protect from public disclosure a Bidder's trade secrets or proprietary information submitted in connection with a procurement transaction if the Bidder invokes the protection of Virginia Code § 2.2-4342 in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected by some distinct method, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Bidder agrees to indemnify the City for any costs, including attorney's fees, incurred defending that Bidder's information in any action under the Virginia Freedom of Information Act.

C. NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES, AND SERVICE DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS

1. In general:

The City does not discriminate against Bidders on the basis of race, religion, color, sex, sexual orientation or gender identity, national origin, age, disability, status as a service disabled veteran, political affiliation, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Bidder believing that it or another Bidder has been discriminated against on that basis should immediately make the Purchasing Manager aware of the basis for that belief.

2. Opt-out rights with faith-based organizations:

If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that contract objects to the religious character of the faith-based organization from which the individual receives or would receive the Goods, Services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent Goods or Services, or disbursement from an alternative provider.

3. Facilitating disadvantaged businesses:

It is the policy of the City to facilitate the participation of small businesses, businesses owned by women, minorities and service disabled veterans, and employment services organizations in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Bidder will use its best efforts to carry out this policy and insure that small businesses, businesses owned by women, minorities and service disabled veterans, and employment services organizations have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for the project.

D. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code §2.2-4311.2, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the City Manager. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov>. Bidders should consult the Code of Virginia for more information.

VII. BID SUBMISSION FORM

DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
Complete plastic box DFW 1800.18.1 with 1200.1 lid or approved equivalent per specifications of ITB #19B007	50 boxes w/lids	X \$ _____/EA	= \$ _____
Complete plastic box Old Castle 14192011 with flush mount lid 14194141 or approved equivalent per specifications of ITB #19B007	100 boxes w/lids	X \$ _____/EA	= \$ _____
Plastic flush mount lid DFW 1200.1 (LID ONLY) for DFW 1800.18.1 Box or approved Equivalent) per specifications of ITB #19B007	5 lids only	X \$ _____/EA	= \$ _____
Plastic flush mount lid Old Castle 14194141 (LID ONLY) for Old Castle Meter Box 14192011 or approved equivalent per specifications of ITB #19B007	10 lids only	X \$ _____/EA	= \$ _____
Plastic round lid (LID ONLY) for PMBC-3L	1 Lid	X \$ _____/EA	= \$ _____
GRAND TOTAL			\$ _____

Earliest firm delivery date in _____ days after receipt of order.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I certify that I received and reviewed the following Addenda to this Bid and have included their provisions in this Bid:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Bidder's 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): _____
-
-
-

CERTIFICATIONS

This Bid is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

By my signature on this form, I certify on behalf of the Bidder that I am not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377.

I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a single bid, understanding of the conditions, and data on convictions contained in provision "Bidder Certifications" of the ITB are true and not misleading as to the Bidder.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Purchasing Manager. I agree to abide by all conditions of this ITB and certify that I am authorized to sign for the Bidder.

COMPANY NAME (Please Print)

TELEPHONE NUMBER

ADDRESS

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE:

DATE

NAME: (Please Print)

TITLE

References for:

Bidders shall provide references on this form.

Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____

2. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____

3. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____

4. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>



CITY OF MANASSAS, VIRGINIA

FINANCE DEPARTMENT
PURCHASING DIVISION

8500 Public Works Drive, Manassas, VA 20110
Telephone: (703) 257-8368 Facsimile: (703) 257-5813
Website: www.manassascity.org

**CITY OF MANASSAS
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE
RESULTING FROM AN ITB**

CONTRACT NO:

SUBJECT:

Between:

**CITY OF MANASSAS
8500 PUBLIC WORKS DRIVE
MANASSAS, VA 20110**

703-257-8368

And the Contractor:

This Contract (hereinafter, "Contract") is entered into on and as of _____, 20__ by and between the CITY OF MANASSAS, a municipal corporation of the Commonwealth of Virginia (hereinafter, "City"), and _____ (hereinafter "Contractor"), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions.

TABLE OF CONTENTS

I. BASIC TERMS:	1
A. DEFINITIONS:	1
B. PURPOSE OF THE CONTRACT:	2
C. CONTRACT PERIOD AND EXTENSIONS:	2
D. CONTRACT AMOUNT:	2
II. FORMATION:	2
A. CONDITIONS PRECEDENT TO FORMATION:	2
B. PARTIES:	4
C. AUTHORITY TO EXECUTE:	4
D. INCORPORATION OF DOCUMENTS:	4
III. PERFORMANCE:	5
A. CONTACTS:	5
B. BEGINNING PERFORMANCE	5
C. RISK OF LOSS AND ACCEPTANCE OF WORK:	5
D. WARRANTY:	6
E. INVOICES:	6
F. PAYMENT:	7
IV. TERMINATION OF CONTRACT:	8
A. TERMINATION FOR DEFAULT:	8
B. TERMINATION FOR CONVENIENCE:	8
C. TERMINATION FOR NON-APPROPRIATION:	9
D. CLAIMS UPON TERMINATION:	9
V. STATUTORY REQUIREMENTS:	11
A. EMPLOYMENT DISCRIMINATION:	11
B. ETHICS IN PUBLIC CONTRACTING:	11
C. DRUG-FREE WORKPLACE:	11
D. FAITH-BASED ORGANIZATIONS:	12
E. FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:	12
F. LEGAL COMPLIANCE:	12
VI. DISPUTES:	13
A. GOVERNING LAW:	13
B. HOLD HARMLESS:	13
C. CONDITIONS PRECEDENT TO PURSUIT OF LEGAL REMEDIES:	14
D. VENUE:	14
E. LIMITATIONS ON ACTIONS:	14
F. WAIVER OF JURY TRIAL:	14
VII. GENERAL PROVISIONS:	14
A. TIME OF THE ESSENCE:	14
B. INTERPRETATION AND MODIFICATION OF THE CONTRACT:	16
C. EXAMINATION OF RECORDS:	17
D. ASSIGNMENT OF RIGHTS:	17

I. BASIC TERMS:

A. DEFINITIONS:

Capitalized terms that are defined in the VPPA, City Policy, or the City's standard Invitation to Bid for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Invitation to Bid, except as provided below. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. **City or Owner:** The City of Manassas, Virginia or its actually authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the City Manager, Purchasing Manager, or other designee of City Council may always act on behalf of the City. Under Virginia law, no employee or agent may bind the City unless he or she has actual authority to do so; the doctrine of apparent authority has no application to municipalities.
2. **City Policy:** The applicable provision contained in the City of Manassas Public Procurement Policy, as amended.
3. "Contract Administrator" assigned to administer the Contract for the City is _____, but the City may designate a new Contract Administrator by notice to the Contractor.
4. "Contractor's Representative" means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor's Representative is _____ but the Contractor may designate a new Contractor's Representative by notice to the City.
5. "Drug-Free Workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
6. "ITB" means the Invitation to Bid which led to the formation of this Contract.
7. "Notice of Default" means a notice sent to the other party's designee (Contract Administrator for the City, Contractor's Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
8. "Notice of Termination" means a notice sent to the other party's designee (Contract Administrator for the City, Contractor's Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
9. "Using Department" for purposes of this Contract shall mean _____.

B. PURPOSE OF THE CONTRACT:

1. The Contractor hereby agrees to provide the following Goods, Services, Construction and/or Insurance to the City of Manassas:

C. CONTRACT PERIOD AND EXTENSIONS:

1. The base term for this Contract shall be for _____
2. This Contract may be extended as provided in the ITB or by change order or amendment. The City shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current Contract. In the absence of any notification to renew, the Contract shall automatically terminate on the expiration date specified in the Contract. Agreement to extend the Contract term shall not be final until the Contractor provides written acknowledgement of the extension. The option to renew shall be exercised at the sole discretion of the City.
3. No fixed price Contract, however, may increase the price by more than twenty-five percent of the amount of the Contract or \$50,000, whichever is greater, without a recorded affirmative vote of the City Council. The City may extend the term of this Contract for Services to allow completion of any work undertaken but not completed during the original term of the Contract.

D. CONTRACT AMOUNT:

In return for the Goods, Services, Insurance and/or Construction of the ITB identified above, and subject to the Termination for Non-Appropriation provision of this Contract, the City certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the payment provision of this Contract as set forth herein:

II. FORMATION:

A. CONDITIONS PRECEDENT TO FORMATION:

Before any Contract between the City and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the City learns that a condition precedent was not met, the City may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. Insurance: If the ITB requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Bid with an insurance company licensed to do business in the Commonwealth of Virginia. As used in this provision, “proof of insurance” means a copy of the relevant portions of the insurance declaration page, or its equivalent, showing continuing coverage at the required amounts.
 - a. Unless the Specifications state otherwise, the City shall be made an additional insured on all required policies of insurance.
 - b. No change, cancellation (other than noted below), or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. Notice for cancellation due to nonpayment of premium shall be no less than fifteen (15) days. The Contractor shall furnish proof of insurance prior to any change or cancellation date. The failure of the Contractor to deliver such proof of insurance is grounds for termination of the Contract.
 - c. Insurance coverage required hereunder shall be in force throughout the Contract period. Should the Contractor fail to provide proof of insurance within ten (10) days of written notice requesting such at any time during the Contract term, the City shall have the absolute right to terminate the Contract.
 - d. Compliance by the Contractor and any subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any subcontractors of their liabilities and obligations under this Contract. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractors.
 - e. The City may and will, if requested by Contractor, reasonably accept proof of insurance provided by subcontractors or partners of the Contractor covering risks and hazards relating to work to be performed by such subcontractor and partners, in lieu of proof of insurance provided by Contractor. However, this shall not relieve Contractor of any of its other duties under this Paragraph II.A.1.
2. Bonds: If the Bid requires payment or performance bonds (or certified checks or bank draft or Irrevocable Letter of Credit), then bonds with surety satisfactory to the City attorney shall be submitted to the Purchasing Manager for approval.
3. Permits and licenses: If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
4. Payment of Debts: Contractor must pay all amounts shown as due to the City on the City’s accounts, even if a dispute exists as to the debt’s validity or enforceability.

B. PARTIES:

1. The sole parties to this Contract are the City of Manassas and the Contractor.
2. The General Contractor remains responsible for work of the subcontractor(s) notwithstanding the naming of the subcontractor(s) in the bid, and the City reserves the right to approve or reject any subcontractor(s) or substitute subcontractor(s).
3. It is understood and agreed that the Contractor is at all times herein acting as an independent contractor.
4. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the City in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
5. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
6. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The City shall not be a party to any of these Contracts.

C. AUTHORITY TO EXECUTE:

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

D. INCORPORATION OF DOCUMENTS:

The documents listed below in this Section IID are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. Section II of the Invitation to Bid (if any), inclusive of any Addendums, except to the extent modified through negotiation permitted by the VPPA when the low bid exceeds the available funds,
2. This Contract,
3. Sections I and III-VI, both inclusive, of the Invitation to Bid (if any),

4. The Bid Submission Form of the Bidder.

If there was no formal Bid, the specifications must be attached to this Contract for it to be valid.

III. PERFORMANCE:

A. CONTACTS:

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

B. BEGINNING PERFORMANCE

Contractor shall not begin performance under the Contract until the Contract Administrator issues it a purchase order, Procurement Card order, or other notification to proceed.

C. RISK OF LOSS AND ACCEPTANCE OF WORK:

1. Contractor shall perform the work and deliver all Goods in accordance with recognized and customarily accepted industry practices, and performance shall be considered complete when the Contract Administrator approves the Services as acceptable. If the Contract Administrator rejects any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.
2. Unless the City provides the materials or supplies, the Contractor bears the risk of damage or loss for materials or supplies covered by the Contract until delivery to the designated point. If the City rejects any deliverable, the Contractor bears all risk of damage or loss on them after notice of rejection. The Contractor must remove rejected materials or supplies at its own expense promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of a rejected delivery. If the Contractor does not remove rejected materials within ten (10) days after notification of rejection, the City may return the rejected materials or supplies to the Contractor at Contractor's risk and expense or may dispose of them as abandoned property.

D. WARRANTY:

1. The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the City will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree apply to this Contract.
2. The Contractor shall furnish all guarantees and warranties that the terms of this Contract require to the Purchasing Manager before the City makes final payment on the Contract. Unless otherwise stated, manufacturer's standard warranty applies.

E. INVOICES:

1. Unless otherwise provided in the Bid, Contractor shall submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. The City operates on a fiscal year beginning on July 1 and ending on June 30 of each calendar year. Late invoices are subject to rejection if no appropriated funds are available for their payment.
2. The invoice must be in the name of the Contractor unless the City has received and approved an assignment.
3. The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of Services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Services to be rendered hereunder except as set out herein. The City shall have no obligation to reimburse, pay directly or otherwise satisfy any taxes or other expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein. If Contractor is deemed not to be an independent contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.
4. The Contractor shall submit a proper invoice detailing the Goods, Services, Insurance or Construction provided, in duplicate. Such invoice shall include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed.
5. Invoices shall be submitted to the address shown on the Purchase Order.

F. PAYMENT:

1. In return for the Goods, Services, Construction and/or Insurance that are the subject of this Contract, and subject to the provision of this Contract relating to “Termination for Non-appropriation,” the City shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the Goods or Services, whichever is later.
2. The City reserves the right to withhold any or all payments or portions thereof for Contractor’s failure to perform in accordance with the provisions of the Contract or any modifications thereto. The City will not pay for any rejected deliverable.
3. With Construction contracts that provide for progress payments in installments based upon an estimated percentage of completion, the City shall retain 5% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
4. Within seven days after receipt of amounts paid to the Contractor by the City for satisfactorily completed performance, the prime contractor agrees to:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment, except for amounts properly retained as allowed under section 3 above.

If the Contractor after having received payment from the City fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the City.

5. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month against the Contractor on any unpaid amounts owed to each subcontractor.
6. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

7. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number on a completed W-9 “Request for Taxpayer Identification Number and Certification” form, to be mailed to the City of Manassas, Accounting Division’s Office, 9027 Center Street, Room 303, Manassas, VA 20110. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. This information is required before payment can be made.

IV. TERMINATION OF CONTRACT:

A. TERMINATION FOR DEFAULT:

1. Either party may terminate this Contract, without further obligation, for the default of the other party.
2. With the exception of an emergency endangering life, safety, or the operation of the City government, a default will only exist after the party claiming default shall have provided notice and an opportunity to cure the default to the other party as follows:
 - a. A written Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
 - b. If the party receiving the Notice of Default fails to cure the default before the end of the ten business day period, then that party shall be in default under the terms of the Contract and the non-defaulting party shall have the right to terminate the Contract by sending a written Notice of Termination to the defaulting party.

B. TERMINATION FOR CONVENIENCE:

1. The City may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Purchasing Manager, determines that such termination is in the best interest of the City.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
3. The effective date of the termination shall be three (3) days after issuance of a Notice of Termination signed by the Purchasing Manager and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

C. TERMINATION FOR NON-APPROPRIATION:

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the City may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the City terminates for non-appropriation, the City shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from performance related to any portion of the Contract.

D. CLAIMS UPON TERMINATION:

1. Upon receipt of a Notice of Termination, the Contractor shall:
 - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice of Termination;
 - b. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice of Termination (i.e., in the case of partial termination);
 - c. Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice of Termination (i.e., in the case of partial termination);
 - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator and the Purchasing Manager; and
 - e. Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.

- a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Purchasing Manager, shall pay from the Using Department's budget the reasonable costs of termination, including a reasonable amount for profit on Services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the Goods or Services not delivered, or those Goods, Services, or Insurance not provided, or Construction work not performed. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.
 - b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator, with the approval of the Purchasing Manager, shall pay the Contractor from the Using Department's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:
 - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - Cost of the Goods delivered or work performed; and
 - The reasonable cost of settling and paying any claims as provided above; and
 - A sum as profit on work performed determined by the Contract Administrator and Purchasing Manager to be fair and reasonable.
 - ii. The total sum to be paid shall not exceed the original Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of Goods, Services, Construction or Insurance not terminated.
 - c. If the Contractor is not satisfied with any payments which the Contract Administrator and Purchasing Manager determines to be due under this provision, the Contractor may make a claim in accordance with Section 7 of City Policy.
 - d. In no event shall Contractor be entitled to any profits if this Contract is terminated for Contractor's default, and sums otherwise due to Contractor shall be reduced by the amount of any damages incurred by the City as a result of Contractor's default.
3. The Contractor shall include similar provisions for termination in any subcontracts and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

V. STATUTORY REQUIREMENTS:

A. EMPLOYMENT DISCRIMINATION:

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each subcontractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or gender identity, national origin, age, disability, status as a service disabled veteran, political affiliation, or other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. 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.
4. The Contractor will include the provisions of this Contract section in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. ETHICS IN PUBLIC CONTRACTING:

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this Contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

C. DRUG-FREE WORKPLACE:

During the performance of this Contract the Contractor agrees to:

1. Provide a Drug-Free Workplace for the Contractor's employees.

2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a Drug-Free Workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

D. FAITH-BASED ORGANIZATIONS:

The City of Manassas in procuring Goods and Services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services, or disbursement.

E. FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:

1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall 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 this Contract. Notwithstanding any other provision of this Contract, the City may void any Contract with a business entity if the business entity fails to remain in compliance with this provision.

F. LEGAL COMPLIANCE:

1. The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations during the performance of the Contract.

2. The Contractor has the responsibility to ensure that its forces and its subcontractors under this Contract comply with all applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable State and City safety and occupational health standards. The Contractor is responsible for the safety of its employees. The Contractor has the sole responsibility and authority to prevent any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
3. The Contractor agrees that it does not, and shall not during the performance of the Contract for Goods and Services, knowingly employ an unauthorized alien or aliens as defined in the Federal Immigration Reform and Control Act of 1986.

VI. DISPUTES:

A. GOVERNING LAW:

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. This Contract is also governed by the applicable City Policies.

B. HOLD HARMLESS:

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers, agents, employees, community representatives, volunteers or others working on behalf of the City from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the City and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the City and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the City and its officers, agents, employees, community representatives, volunteers or others working on behalf of the City against all costs, including reasonable attorney's fees, arising from liens encumbering the City's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.

3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the City hold others harmless is invalid and unenforceable as an impermissible waiver of the City's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The City cannot waive its sovereign immunity.

C. CONDITIONS PRECEDENT TO PURSUIT OF LEGAL REMEDIES:

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each provision of Section 7 of City Policy. The City does not have administrative appeals procedures under Virginia Code § 2.2-4365.

D. VENUE:

Any action brought under this Contract must be brought in the state courts for the City of Manassas and may not be removed to the Federal Court system. Contractor expressly waives any objection to venue or jurisdiction of the Prince William County Courts in Manassas, VA.

E. LIMITATIONS ON ACTIONS:

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

F. WAIVER OF JURY TRIAL:

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

VII. GENERAL PROVISIONS:

A. TIME OF THE ESSENCE:

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall immediately provide written notice to the Contract Administrator setting forth all facts and circumstances related to the delay.

2. Where the Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated below if a Claim is made for extension in writing and provided to the City within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.
3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
7	7	8	7	8	7	8	8	6	6	6	6

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatologically data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the City allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.

6. The City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Contractor.

B. INTERPRETATION AND MODIFICATION OF THE CONTRACT:

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the Purchasing Manager.
3. If a Court of competent jurisdiction finds any provision of this Contract to be invalid, such ruling shall not invalidate the entire Contract but shall apply only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect to the maximum extent permitted by law.
4. The Contract Administrator, with the concurrence of the Purchasing Manager, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order" and signed by the City Manager, or Purchasing Manager.
 - a. Such orders shall be limited to reasonable changes in the supplies, Services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
 - b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
 - c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or Services.

- d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

C. EXAMINATION OF RECORDS:

1. The Contractor agrees that the City or any duly authorized representative of the City may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

D. ASSIGNMENT OF RIGHTS:

1. Antitrust: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular Goods or Services purchased or acquired by the City under said Contract.
2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the City all warranties related to Goods or Services provided to the City under this Contract.

IN TESTIMONY WHEREOF, the City of Manassas has caused its name to be hereunto subscribed pursuant to authority heretofore duly granted by the City Council of the City of Manassas; and

CONTRACT NO. _____

Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

CITY OF MANASSAS

By:

CONTRACTOR

By:

Authorized Official

Contractor's Representative

Print Name and Title

Print Name and Title