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## **I. PURPOSE**

It is the intent of this solicitation to secure through competitive sealed bidding to secure firm fixed pricing for the purchase of a new mobile fire safety trailer to be delivered to the City of Williamsburg in Williamsburg, Virginia.

## **II. SCOPE OF WORK**

The City of Williamsburg is soliciting bids for a lightweight mobile fire safety trailer to assist the fire department in educating the community on fire safety in the home. The trailer shall be 35 feet in length (includes hitch) built in Gel-Coat Fiberglass with an aerodynamic front profile. The fire safety trailer must meet these minimum specifications.

- Weather package with tornado & hurricane simulation includes; 26" LCD flat panel Television, Home Theater System with 5-speaker surround sound system, sub-woofer, DVD player, "Shaking" Mini Blinds/Simulated lightning and Black-out shades for windows in the presentation room, Weather Radio with recessed spot light, Emergency lighting, an FM roof antenna, a commercially produced DVD for the video and sound effects.
- 26" LCD flat panel Television built-in with exterior viewing and DVD player.
- Color Monitor System with three (3) color cameras with 4mm lens, one (1) 10" color monitor with 4-way switcher for Control Room. This system is audio capable. This equipment is on an inverter-filtered power supply for enhanced picture quality.
- Bleacher seating for a minimum of fifteen (15) participants.
- External loudspeaker system with wireless microphone.
- 9-1-1 telephone.
- Wheel chair ramp with on-board storage compartment.
- Heated bedroom door.
- Smoke alarm for the Hearing Impaired with strobe light.
- Pull Station with horn and strobe by main entrance door.
- Two (2) CO Detectors.
- Deluxe Roll-Out Awning.
- Telescopic lighting.
- Electric Leveling Jacks w/auxiliary battery.
- Appearance package to include; brushed aluminum wheels, "flashing" exterior porch lights with on/off activation switch, lighted exit sign installed above main entrance door with on/off switch, 9-1-1 house numbers on exterior.

## **III. PRE-BID CONFERENCE**

No pre-bid conference will be held. Bidders may contact Chief William Dent, Williamsburg Fire Department at (757) 220-6220 for any inquires.

#### **IV. GENERAL TERMS AND CONDITIONS**

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the City of Williamsburg Purchase Procedures Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the Office of the Purchasing Agent, 401 Lafayette Street, Williamsburg, Virginia 23185, Telephone (757) 220-6181.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, Virginia and City of Williamsburg laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City of Williamsburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not

currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Williamsburg 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 of Williamsburg under said contract.

H. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:**

1. **Invitation For Bids:** Failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the City of Williamsburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such bid as non responsive. As a precondition to its acceptance, the City of Williamsburg may, in its sole discretion, request that the Bidder withdraw or modify non responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. **Request For Proposals:** Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City of Williamsburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Williamsburg shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal

action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City of Williamsburg for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City of Williamsburg, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Williamsburg.

K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City of Williamsburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City of Williamsburg all such information and data for this purpose as may be requested. The City of Williamsburg reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City of Williamsburg further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City of Williamsburg that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The City of Williamsburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Williamsburg.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The City of Williamsburg may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City of Williamsburg a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Williamsburg with all vouchers and records of expenses incurred and savings realized. The City of Williamsburg shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Williamsburg within thirty (30) days from the date of receipt of the written order from the City of Williamsburg. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Williamsburg *Purchase Procedures Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City of Williamsburg or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Williamsburg, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Williamsburg may have.

Q. **MISCELLANEOUS:**

A. Notices. All notices required to be given under the terms of this Contract shall be in writing and shall be deemed to have been duly given when personally delivered to the addressee in person (and receipted on a copy of such notice) or upon receipt when properly addressed, return receipt requested, and delivered by the United States Postal Service or other letter delivery service to the address listed below:

To City:

City of Williamsburg  
 c/o Fire Chief William Dent  
 440 North Boundary Street  
 Williamsburg, VA 23185

To Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this section 16A.

B. Severability. If any clause or provision of this Contract is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Contract shall not be affected thereby, and in lieu of each such clause or provision of this Contract that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

C. Attorney's Fees. If either party shall default in the performance of any of the terms and conditions of this Contract, the non-defaulting party shall be entitled to recover all costs, charges, and expenses of enforcing this Agreement including reasonable attorneys' fees, paralegal fees and costs including, but not limited to attorneys' and paralegal fees incurred in any trial or appellate proceeding.

D. No Assignment. Contractor may not assign this Contract or any right, liability, or obligation hereunder without the prior written consent of City, which consent may be withheld by City in its sole discretion. Any purported assignment in violation of this provision shall be null and void. Any assignment to which City consents, which consent must be in writing, shall not release Contractor from any obligation or liability hereunder unless such release is provided in writing signed by City.

R. **TAXES:** Sales to the City of Williamsburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-6001680.

S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

At all times during the life of this Contract, Contractor shall maintain the following insurance coverages:

- Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability for loss of life or damage or injury to persons or property arising out of or relating to Contractor's performance of this Contract, whether such performance is by Contractor, or by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. Minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence.
- Broad form Contractual Liability insurance including the indemnification obligation set forth in this Contract.
- Workers' Compensation insurance covering the Contractor' statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement.
- Automobile Liability insurance. The minimum limit of liability for such insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

All insurance coverages shall meet the following requirements:

- Contractor shall furnish to City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles, the amount of such deductible being subject to City's approval.
- The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the City of Williamsburg, Virginia."
- The required certificate or certificates of insurance shall name the City of Williamsburg, its officers, agents, employees, and volunteers as additional insureds.

- Insurance coverage's shall be in form and with an insurance company approved by the City which approval shall not be unreasonably withheld. All insurance companies providing coverage under this Contract must be authorized to do business in the Commonwealth of Virginia.

Contractor shall indemnify and hold harmless City, and City's officers, agents, employees, and other representatives, against any liability, loss or expense (including the loss of use of the Facility), due to any act or omission of Contractor or any of its subcontractors or of any of their respective employees in connection with the performance of this Contract.

Contractor shall fill out accident report forms regarding any injuries to persons or property that occur at the Facility or that in any way relate to the performance of this Contract by Contractor and its personnel and subcontractors employed by Contractor and personnel of such subcontractors, and deliver such completed forms to City as soon as is reasonably possible following the occurrence.

- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the City of Williamsburg will publicly post such notice on the public posting notice board on the first floor, in the City of Williamsburg Municipal Building at 401 Lafayette Street for a minimum of 10 days
- U. **DRUG-FREE WORKPLACE:** During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a subcontractor in accordance with Title 11, Chapter 7 of the Code of Virginia (1950), as amended, (the "Virginia Public Procurement Act").
- V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this 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 public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **V. SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Williamsburg will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Williamsburg has purchased or uses its products or services.
- B. **ADDITIONAL USERS:** The City of Williamsburg is conducting this procurement on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract.
- C. **AWARD OF CONTRACT:** The City of Williamsburg will make the award on a total sum basis to the lowest responsive and responsible bidder. The City of Williamsburg reserves the right to conduct any test it may deem advisable and to make all evaluations. The City of Williamsburg also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City of Williamsburg to be in its best interest. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be

considered in making awards. (See Exhibit A. – Contract for Operation of Quarterpath Pool)

- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) calendar days after the closing date for this Invitation for Bids. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **DELIVERY:** State your earliest firm delivery or performance date on the IFB/RFP Cover Page. This date may be a factor in making the award.
- F. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal shall be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder/Offeror	Due Date	Time
_____	IFB 14-3201-01	
Street or Box Number	<u>IFB Number</u>	
_____	Mobile Fire Safety Trailer	
City, State, Zip Code	<u>IFB Title</u>	
Name of Contract/Purchase Officer or Buyer _____		

The envelope shall be addressed as directed on Page 1 of the solicitation.

Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- G. **MAINTENANCE MANUALS: Not Applicable for this Solicitation.**
- H. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the City of Williamsburg reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City of Williamsburg whenever such low bid exceeds the City's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City of Williamsburg for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The City of Williamsburg shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City of Williamsburg wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.
- I. **PREBID/PREPROPOSAL CONFERENCE: Not Applicable for this Solicitation.**
- J. **PRODUCT INFORMATION:** The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the City of Williamsburg to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered non responsive.
- K. **WARRANTY INFORMATION:** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Williamsburg by any other clause of this solicitation. Copies of all proposed warranties shall be furnished with the bid/proposal.
- L. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete delivery and installation of the equipment ready for the City's use, and shall include all applicable charges; extra charges will not be

allowed.

- M. **ACCEPTANCE TESTING AND PROOF OF PERFORMANCE:** Following delivery, performance and operation tests shall be performed to verify the proper operation of all components in full compliance with these specifications.
- N. **TRAINING:** Not Applicable for this Solicitation.
- O. **EXCEPTIONS TO SPECIFICATIONS:** A full explanation of the rationale for any exception to these specifications must be itemized and included in the bid.
- P. **SILENCE OF SPECIFICATIONS:** The City cannot be familiar with all various technical details of all bidders'/offerors' products. Any and all materials/equipment required to provide a functional unit meeting the needs of the City of Williamsburg not specifically mentioned herein shall be provided by the successful bidder without claim for additional payment; it being understood that the Invitation for Bid/Request for Proposal contemplates and requires delivery of safe and efficient equipment.
- Q. **METHOD OF PAYMENT:** Payment will be made within thirty (30) days of receipt of final approved invoice. Invoices for items ordered, delivered and accepted shall be submitted **IN DUPLICATE** directly to the payment address shown on the purchase order/contract upon satisfactory acceptance of the proposed equipment by the City of Williamsburg. All invoices and other correspondence relating to this project shall show purchase order number.
- R. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the City of Williamsburg, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the City of Williamsburg or to failure of the City of Williamsburg to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

#### **VI. METHOD OF PAYMENT**

See Section V. SPECIAL TERMS AND CONDITIONS, Paragraph Q. METHOD OF PAYMENT

VII. PRICING SCHEDULE

The City of Williamsburg will make the award on a total sum basis to the lowest responsive and responsible bidder. Please state your bid price below, with the full understanding that it shall address all of the tasks identified in Section II. **SCOPE OF WORK of this IFB 14-3201-01 Mobile Fire Safety Trailer.**

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

| RETURN THIS PAGE WITH YOUR BID OFFER

**VIII. ATTACHMENTS**

Bidder shall attach to this page all the information required in Section II and Section VII of this IFB.

| **RETURN THIS PAGE WITH YOUR BID OFFER**