



City of Roanoke Request for Bid

Date: January 9, 2012

Bid Number: RFB# 12-05-03		Bid Opening Date: January 23, 2012		
Light Emitting Diode (LED) Street Light Bulb Replacement		Bid Opening Time: 2:00 p.m.		
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery:				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave., SW, Room 202 Roanoke, VA 24011		Maurita Massey, Buyer Phone: 540-853-2873 Fax: 540-853-1513 Email: maurita.massey@roanokeva.gov	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), VA Code, 1950, as amended.

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

This Request for Bid consists of these parts:

1. All Sections of the Request for Bid.
2. Bid Form (Attachment A).
3. Insurance Requirements (Attachment B)
4. Purchase Order Terms and Conditions (Attachment C)
5. Specifications (Attachment D)

**City of Roanoke, VA
REQUEST FOR BID
RFB# 12-05-03**

SECTION 1. PURPOSE.

The purpose of this Request for Bid (RFB) is for the procurement of replacing Light Emitting Diode (LED) Street Light Bulbs. The City of Roanoke invites qualified bidders to submit a bid. The City will review each Bid and may elect to issue separate awards to the lowest responsive and responsible Bidders for such items on a per item basis or any combination thereof that might be in the best interest of the City. A Bidder may submit a bid for one or more or all items as listed on the Bid Form.

SECTION 2. BACKGROUND.

NOT USED

SECTION 3. SERVICES AND/OR ITEMS REQUIRED.

The services and/or items the Successful Bidder will be required to provide to the City and/or to meet is attached hereto as Attachment D to this RFB and incorporated herein by reference.

SECTION 4. NOT USED.

SECTION 5. TERM OF CONTRACT OR TIME OF PERFORMANCE.

All items set forth on the Bid Form (Attachment A) to the RFB shall be delivered within thirty (30) days following issuance of a purchase order.

SECTION 6. PAYMENT FOR SERVICES.

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract or purchase order, subject to final approval by the City.

SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS.

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, VA 24011, at or before 2:00 p.m., local time, on January 23, 2012, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The RFB and related documents may be obtained during normal business hours from the Purchasing Division (540) 853-2873, or online from the City Vendor Self-Service System site at <https://VSS.roanokeva.gov>.

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

“Sealed Bid Number: 12-05-03. Opening Date: January 23, 2012 and Time: 2:00 p.m.”.

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

- B. If you download this RFB from the City website, and intend to submit a Bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the RFB and want to receive any addenda issued. The City is not responsible for any RFB obtained from any source other than the City, and may not accept Bids from those who download this RFB and fail to notify the City of their intent to submit a Bid. Contact Purchasing by phone at 540.853.2873, by fax at 540.853.1513 or by email at maurita.massey@roanokeva.gov.**
- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this RFB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this RFB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of VA, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the RFB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder, will be issued and sent to the

address shown on the Bidder's Bid response. Upon completion of the Purchase Order, payment will be made only to the Successful Bidder at the address as shown on the Purchase Order. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.

- K. All items, identified in this RFB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**, unless otherwise stated in this RFB.
- L. The City reserves the right to cancel this RFB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the RFB.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of VA, as set forth in this RFB, apply to this RFB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.
- N. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.**
- O. **Bid Submittals shall include:**
 - 1. **Page 1, Request for Bid**
 - 2. **Pages 9-10, The Bid Form (Unit Cost shall include all labor, material, delivery costs, overhead and profit.)**

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

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2873.

Reply To:

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

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the VA Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFB.

- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the VA Code are applicable to this RFB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- S. The City may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- T. The City is not liable for any costs incurred by any Bidder in connection with this RFB or any response by any Bidder to this RFB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.
- U. General and/or technical questions regarding the Scope of Services and/or project requirements under this Request for Bid may be directed to Hong Liu, City Traffic Engineer, at 853-2686, general and/or technical questions regarding this Request for Bid may be directed to Maurita Massey, Buyer, at (540) 853-2873, or faxed to (540) 853-1513.
- V. Each Bidder is required to state if it has ever been debarred by any federal, state, or local government. If so, please give the details of each such matter and include this information with Bidder's response.

SECTION 8. MISCELLANEOUS.

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFB shall belong exclusively to the City and be subject to public inspection in accordance with the *VA Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of VA, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. Any interpretation, correction, or change of the RFB will be made by an addendum. Interpretations, corrections or changes of this RFB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The City of Roanoke Purchasing Division will issue Addenda. Addenda will be faxed or mailed to all who are listed as having received the RFB package.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this RFB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this RFB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of VA Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of VA Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended Bid price as set forth on the Bid Form.
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters.
- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the RFB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the RFB;
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the RFB;
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the RFB;
- L. The conditions, if any, of the bid;
- M. Bids shall be evaluated based on the requirements set forth in this Request for Bid, and other criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, suitability for a particular purpose and life cycle cost. The City, in it's sole discretion, may elect to waive an informality in any Bid.

SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

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

SECTION 12. BID AWARD.

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

SECTION 13. FAITH BASED ORGANIZATIONS.

Pursuant to VA Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 14. HOLD HARMLESS AND INDEMNITY.

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

SECTION 15. PROTESTS.

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this RFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of VA, and only if such is provided for in such Code section.

SECTION 16. INFORMATION ON PURCHASE ORDER TO BE AWARDED.

The Terms and Conditions marked as Attachment C to RFB No. 12-05-03 contains Terms and Conditions that the City plans to include in any purchase order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the such Attachment or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this RFB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a purchase order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this RFB, shall be deemed to be a part of any resultant Contract/Purchase Order that may be issued by the City to the Successful Bidder.

**RFB #12-05-03
ATTACHMENT A**

To

BID FORM

****The City reserves the right to award to more than one bidder. ****

****Bidders can respond to either line items or only one line item. ****

****Award shall be made based on line items. ****

ITEM	ESTIMATED QTY.	UNIT OF MEASURE	UNIT PRICE	BID
Light Emitting Diode (LED) Street Light Bulbs in accordance with Attachment A of this Request for Bid (45w LED Light Bulb)	168	Each		\$ _____
Light Emitting Diode (LED) Street Light Bulbs in accordance with Attachment A of this Request for Bid (60w LED Light Bulb)	22	Each		\$ _____
TOTAL BID				\$ _____

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

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

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

If Bidder has a VA Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" VA Contractor Number _____

**If Bidder has another type of VA License, please list the type and number:
Type of license _____ and number: _____.**

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

Signature page – required with submittal of bid.

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

Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

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ATTACHMENT B

To

RFB #12-05-03

INSURANCE REQUIREMENTS

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

A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.

B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

(1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

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

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$1,000,000.00

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

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

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

\$1,000,000.00 each occurrence limit

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

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

Workers' Compensation: statutory coverage for VA

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

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

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

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

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

(6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

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

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

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

END

ATTACHMENT C

To

RFB #12-05-03

CITY OF ROANOKE - PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.**

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

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

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

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

2. **Invoicing.**

All invoices shall be sent to:

**City of Roanoke
Attn: Hong Liu
City Traffic Engineer
Public Works- Transportation
1802 Courtland Road N.E.
Roanoke, VA 24012**

If any questions, contact Accounts Payable at (540) 853-2824.

3. **Termination for Default and Convenience.**

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

4. **Changes By Vendor.**

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

5. **Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

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

7. **Sales Tax Exemption.**

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

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

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

9. **Inspection.**

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

10. **Insurance.**

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

11. **Warranty.**
Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in VA. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.
12. **Independent Contractor.**
The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.
13. **Nondiscrimination.**
Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of VA, which are incorporated herein by reference.
14. **Drug-Free Workplace.**
Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of VA, which are incorporated herein by reference.
15. **Faith-Based Organizations.**
Pursuant to the Code of VA, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.
16. **Assignment.**
Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.
17. **Successors and Assigns.**
The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
18. **Indemnification.**
Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in

any way out of or resulting from any of the work or items to be provided under this Purchase Order.

19. Governing Law and Forum Selection.

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, VA, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of VA and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of VA.

20. Acceptance – Entire Agreement - Modification.

Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

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**Attachment D to
RFB# 12-05-03
SPECIFICATIONS**

A. Light Emitting Diode Street Light Bulbs

B. General Requirements

All LED (Light Emitting Diode) hexahedral light bulbs shall have good photometric distribution efficiency on intensity, color and uniformity specifications and uniform appearance with the existing 50 feet pole spacing requirements.

C. LED POST TOP LIGHT BULB

- The LED bulb shall be six side in hexagonal or similar sharp
- The LED bulb shall have an E-39 intermediated base (screw-in)
- Ambient operating temperature shall range -30c-45c
- The LED driver shall be internal and the input voltage shall be “Universal” operating voltage 100-277 VAC. (volt amperes current)
- The LED shall have a minimum of 30,000 or more hours of continuous operation
- The LED bulb shall have total power consumption 45 W and 60 W with output 3000 to 4800 lumens or more. (bulb should be less than or at 10” in length)
- LED color temperature shall have range 5000-7000K in the category cool white
- The total power consumption shall not less than 45 watt and 60 watt

D. Warranty Requirement

The vendor shall provide five (5) year manufacturer written warranty for repair or replacement of modules that fail to function as intended due to workmanship or defects. LED bulbs that show luminous intensities less than the minimum as specified in the manufacture’s specifications within the first sixty (60) months from the date of delivery shall be replaced or repaired without additional cost.

E. Delivery

All items shall be delivered to the City of Roanoke within thirty (30) days following a placement for order.