

CITY OF GALAX
INVITATION FOR BID (IFB) 24-0001
FOR
Two-Stall Shower Trailer



March 21, 2024

NAME OF SOLICITING PUBLIC BODY

CITY OF GALAX
111 EAST GRAYSON STREET
GALAX, VA 24333

BID DUE DATE AND TIME:

Sealed Bids will be received until **April 4, 2024 at 2:00 PM** for the Shower & Bathroom Trailer described herein. No late bids will be accepted. Please check for updates prior to submitting a bid to ensure timely delivery to the City of Galax Municipal Building. It is the responsibility of the Bidder to check for additional updates prior to submission of bid.

**BIDS SHALL BE MAILED OR
HAND DELIVERED TO:**

City of Galax
Attention: Procurement
111 East Grayson Street
Galax, VA 24333

**QUESTIONS DUE DATE AND
TIME:**

Questions and Inquiries from Bidders must be received by the City of Galax by **Tuesday, April 2, 2024 at 2:00 PM.** Questions regarding scope of work should be directed to: Larry Bouchard, Construction/Maintenance Technician
lbouchard@galaxva.com
(276)238-7194

The City of Galax reserves the right to waive irregularities and to reject any and all bids.

All updates will be posted on the City of Galax website at www.galaxva.com and www.eva.virginia.gov.

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I. PURPOSE

The City of Galax, Virginia is seeking bids from qualified Contractors to furnish and deliver a two-stall shower trailer to be used to provide showers at multi-day festivals within the City of Galax. The shower trailer shall provide two (2) individual, self-contained shower units featuring one ADA-compliant stall. Each of the two units in the trailer shall include individual locking, one shower, one sink, and one mirror. One of the stalls shall feature a baby changing station with sink.

II. BASIS OF AWARD

The award of a contract resulting from this Invitation for Bid shall be based on the following criteria:

PRICE - The bids will be evaluated and contract award will be made to the lowest responsive and responsible Bidder. Contract award will be based on the Total Bid Price, based on the total bid price, as stated on the Bid Form.

NOTE: In case of arithmetic errors, the unit price will govern.

The City of Galax reserves the right to reject any and all bids in whole or in part and to waive any informalities prior to making an award.

III. INSTRUCTIONS TO BIDDERS

A. The General Contractor and Sub-Contractors shall be properly licensed and certified to perform work in Virginia and the City of Galax. The contractor shall provide a certificate of insurance.

B. Bids shall be made by utilizing, initialing and signing a Bid Form. All Bid Forms of this IFB must be completed for a Bidder to be considered responsive. Specifications incorporated into this Invitation to Bid shall be followed accordingly.

C. The Response Statement of the Bid Form shall be completed in a sufficient manner to allow for a detailed comparison of the IFB Specifications. The Bidder shall explain in the Response Statement any deviations from the Specifications.

D. The City of Galax is not responsible for verbal clarification of information provided by parties other than City of Galax staff.

E. Bidders are responsible for familiarizing themselves with all of the requirements stated herein.

F. All bids must be in a sealed envelope and clearly marked as follows:

[Business/Contractor Name]

Sealed Bid
City of Galax IFB # 24-0001
TWO-STALL SHOWER TRAILER

Bid Opening: *[Insert Date and Time as stated on Page 1 of this IFB, or as revised in any Addendum issued.]*

DO NOT OPEN

- It is the Bidder's sole responsibility to have their bid received by the City of Galax at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Galax, Virginia. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the Municipal Building.** If you will be using one of these services for delivery of your bid, please take this information into consideration. Electronic copies of bids will not be accepted.

- G. Bids shall not be considered and will be returned to Bidder unopened if received by special carrier or not accepted if hand delivered by Bidder. The time of receipt shall be determined by the time clock stamp in the City of Galax Municipal Building.
- H. Inclement Weather: In the event that City of Galax is closed during the scheduled times for bids to be received/bid opening or a pre-bid conference/site visit; those scheduled dates/times will occur on the next business day that City of Galax is open at the appropriate times as stated in the IFB.
- I. Specifications incorporated into this Invitation to Bid shall be followed accordingly. Bids must be made by utilizing, signing, and submitting the respective Bid Forms. The Bid Form must include the total bid price, warranty details and exceptions to the specification (if any), to be considered responsive. The Bid Form in its entirety must be completed and returned for a Bidder to be considered responsive.

- J. Bid price will include freight to the specified delivery location in Galax, Virginia, and associated insurance. It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials. The City of Galax will not assume any responsibility for receiving these shipments. Contractor shall check with owner and make necessary arrangements for security and storage.
- K. Failure to sign the bid may disqualify it. The person signing bid shall show title or authority to bind his firm in a Contract. Bids may be withdrawn at any time before the bid opening.
- L. Any quantities indicated in this IFB are for informational purposes only and are not guaranteed to be purchased.
- M. The prices quoted on the Bid Form shall be firm for 150 days. Prices shall be submitted in the unit of measurement specified on the Bid Form. No separate line item charges shall be permitted for either bidding or invoicing purposes on the items appearing on the Bid Form, which would include but are not limited to equipment rental, detention, demurrage, drop ship charges, local freight, or any other extraneous charges. Insertion of delivery costs, disclaimers, or limitations of liability, and the like which are not expressly allowed in this IFB will be cause for rejection of the bid.
- N. Payment for the work included in this section will be in accordance with the unit prices, if applicable, as set forth in the bid for the quantity of worked performed.
- O. The successful Bidder(s) shall have been engaged in shower trailer services for a length of time sufficient to establish his competence for providing the required services. A list of three (3) References for which the Contractor has provided similar work to a similar sized entity over the last five (5) years similar in scope to that which is described herein shall be provided with the bid. City of Galax cannot be listed as a reference. The City of Galax reserves the right to check undisclosed references.
- P. Any vendor transacting business with City of Galax may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

IV. SCOPE OF WORK

The City of Galax is seeking to purchase a self-contained, low maintenance, two-stall shower trailer. The unit shall include the following:

1. Two individual locking units that each contain one shower, sink, and mirror. One of the individual units shall include a baby changing station and sink; One of the individual units shall be ADA-compliant;
2. Direct water and sewer hookups with no holding tanks;

3. HVAC system;
4. Water heater with pricing provided on electric and propane source;
5. Non-wood materials;
6. One individual shower unit shall be an ADA compliant stall;
7. Power vent/Sky light with vent cover;
8. Integrated, self-contained ADA ramp;
9. One piece aluminum roofing;
10. LED lighting;
11. Aluminum exterior siding;
12. Dual axle with runaway protection;
13. Access doors on driver side of vehicle hauling trailer;
14. No toilets;
15. 3" drain outlet on backend of trailer;
16. Water and sewer drain back passenger side of trailer;
17. Seamless roof and flooring (no wood);
18. Axles sufficient to support the weight and transport of trailer;
19. Tongue to accept a 2" or greater ball;
20. Leveling jacks to support the weight of the trailer when not attached to a hauler;
21. Exterior lighting; Appropriate lighting to provide for safe entry and exit from the trailer;
22. Durable interior; hard surfaces that are easy to clean and disinfect;

V. TERMS AND CONDITIONS:

A. Acceptance, Invoicing and Payment. City of Galax will make payment to the Contractor, Net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for services or goods rendered resulting from this IFB.

Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the Contractor covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the Contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the City of Galax attributable to the work under the Contract performed by such subcontractor, or (ii) notify the City of Galax and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City of Galax for work performed by the subcontractor under the Agreement; and

4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

- B. Attorney's Fees.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Contractor, the Contractor shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.
- C. Audit.** Contractor shall keep and require each of its Subcontractor, if any, to keep, at no additional cost to City of Galax, full and detailed accounts of costs chargeable to City of Galax, during the project, and for five (5) years following completion. City of Galax shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of City of Galax), and verification of costs. Audit access to Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy City of Galax that all quantities meet the payments to its subcontractor and suppliers, Contractor shall remit promptly to City of Galax the amount of any adjustment resulting from audit.
- D. Availability of Funds.** It is understood and agreed between the parties herein that the City of Galax shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. Binding Effect.** The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.
- F. Compliance of Law.** The Contractor providing materials and services to the City of Galax under any contract resulting from this IFB represents and warrants to the City of Galax that it is:
1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations

protecting employees for reprisal against whistleblowing;

4. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
5. Complying fully with the Virginia Conflict of Interest Act.
6. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.

G. Contract Award. City of Galax reserves the right to accept or reject any and/or all bids, and to waive informalities. City of Galax reserves the right to award any contract resulting from this IFB to the lowest priced responsive and responsible Bidder, resulting in a contract that is most advantageous and in the best interest of City of Galax. City of Galax shall be the sole judge of the bids and the resulting contract that best serves the public interest, and City of Galax's decision shall be final.

H. Contract Changes. No verbal agreement or conversation with any officer, agent or employee of City of Galax either before or after execution of the contract resulting from this Invitation for Bid (IFB), IFB Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon City of Galax unless made in writing and where Board approval is not required, by the City Manager or his designee.

I. Contract Extension. This contract may be extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract.

J. Contract Documents. The contract entered into by City of Galax and the Contractor shall consist of this Invitation For Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Contractor, City of Galax's Standard Form Agreement, Purchase Order and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

K. Cooperative Procurement.

1. This procurement is being conducted on behalf of City of Galax, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms.
The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.
3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
4. The City of Galax, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City of Galax, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City of Galax contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.
5. City of Galax assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

L. Definitions.

1. **Contractor.** The successful Bidder who enters into a contract with City of Galax to provide the goods or services as specified herein.
2. **City/Owner.** Wherever the word "City or Owner" appears, it shall be understood to mean the City of Galax Government.
3. **Bidder.** One who submits a competitively priced offer in response to an Invitation for Bids (IFB).
4. **Informality.** A minor defect of variation in a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

M. Drug-Free Workplace. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the 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 the contractor that the 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 section, “drug-free workplace” means any site at which the performance of work is done in connection with this contract awarded to the Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- N. Ethics in Public Contracting.** The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this IFB, are proper and in accordance herewith. By submitting a response to this solicitation, Bidder certifies that their bid is made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- O. Examination of Records.** The Contractor agrees that City of Galax or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this IFB. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Contractors agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.
- P. Faith-Based Organizations.** Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the City of does not discriminate against faith-based organizations.
“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the City of Galax and a faith-based organization, you are hereby notified as follows:

Neither the City of Galax's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the City Manager.

Q. Federal-Aid Provisions. When the U. S. government pays all or any portion of the cost of a project, the Contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Contractor shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed according to the federal aid provisions.

R. Force Majeure. In any contract resulting from this IFB, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the Contractors shall provide to the City of Galax within 24 hours of Contractor's determination that there exists an industry wide material shortage, the following:

- a) a written description of the specific material alleged to be in short supply
- b) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which Contractor has attempted to obtain, and/or contracted to obtain, said material;
- c) a written description detailing all actions taken by Contractor to obtain said materials;
- d) a written statement, signed by an authorized representative of Contractor, that Contractor has used due diligence to secure said materials in the most expeditious manner;
- e) a written time frame in which Contractor anticipates that it will obtain said materials and;
- f) the City of Galax, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by contractor.

S. Freedom of Information. All information submitted to the City of Galax in response to this IFB will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code

§ 2.2-4342, a Bidder may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the City of Galax. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder to assert a claim against the City of Galax for disclosure of trade secrets or proprietary information.

T. Governing Law. In any contract resulting from this IFB, the parties agree that this agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Carroll County or Grayson County. The parties agree that any litigation involving this Agreement shall be brought only in such court.

U. Grant Funds Provision. When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

V. Headings. Headings in the IFB and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

W. IFB and Bid Clarification. The City of Galax reserves the right to request clarification of information submitted and to request additional information of one or more Bidders. Each Bidder shall examine the IFB and shall judge all matters relating to the adequacy and accuracy of such IFB. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the IFB shall be submitted in writing to the City of Galax. The City of Galax shall not be responsible for oral interpretations given by an employee, representative, agent, or others. The issuance of a written IFB Addendum issued by the The City of Galax is the only official method whereby interpretation, clarification, or additional information can be issued.

X. Insurance. During the performance of any contract resulting from this IFB, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

- 1) **Worker's Compensation Insurance** in compliance with all states in which the Contractor does business, including coverage B Employer's Liability in not less than the following amounts:
 - a. Bodily Injury by accident, \$100,000 for each accident;

- b. Bodily Injury by disease, \$500,000 policy limit;
- c. Bodily Injury by disease, \$100,000 for each employee;
- 2) **General Liability Insurance** in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;
- 3) **Automobile Liability Insurance** in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicle.

The General Liability and Automobile Liability insurance policies specified herein shall name City of Galax as additional insured with regard to work performed under any contract resulting from this IFB. The Contractor shall provide City of Galax with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying City of Galax if there is any change in liability insurance.

Y. Interpretation. Words of any gender used in a resulting contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

Z. Negotiation with the Lowest Bidder. Unless all bids are cancelled or rejected, the City of Galax reserves the right granted by Virginia Code § 2.2-4318 to negotiate with the lowest responsive, responsible Bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency'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 agency 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 agency shall initiate such negotiations by notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and that the agency 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.

AA. Non-Collusion. The party submitting the foregoing IFB hereby certifies that such IFB is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant of any Bidder, or to fix any overhead, profit or cost element of said IFB price, or of that of any other Bidder, or to secure any advantage against the City of Galax or any person interested in the proposed contract; and that all statements in said IFB are true.

BB. Non-Discrimination. Any contract resulting from this IFB and every contract, sub-contract, or purchase order there under shall include the following provisions according to 2.2-4311 Code of Virginia:

During the performance of a 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, age, or national origin, except where religion, sex or national origin 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 applicant for employment, notices setting forth 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 requirement.

The Contractor will include the provisions in the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor associated with City of Galax.

CC. Partial Invalidity. In the event any one or more of the provisions of a contract resulting from this IFB are found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the contract shall remain in full force and effect.

DD. Release and Ownership of Information. City of Galax shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in City of Galax's possession which City of Galax may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. City of Galax reserves its rights of ownership to all material given to the Contractor by City of Galax and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this IFB.

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of City of Galax, which approval City of Galax shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the City of Galax receives during the procurement process from any Bidder's IFB response, any discussion or interview with the Bidder or as a result of any portion of the procurement process for the services described in

this Invitation for Bid shall become the property of City of Galax. City of Galax may use this information for any purpose without compensation to the Bidder from whom the information was received.

EE. Rights and Responsibilities of Contractor. The Contractor shall indemnify, defend and hold harmless the City of Galax and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Contractor and/or its Contractors or employees, or anyone else for who Contractor is or may be responsible. This section shall survive the termination this agreement.

The Contractor in any contract resulting from this IFB shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save City of Galax harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

FF. Subcontractor and Assignments. The Contractor shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of City of Galax of which City of Galax shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by City of Galax to permit City of Galax to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to City of Galax for approval. The subcontractor shall incorporate by reference all provisions and conditions of the contract resulting from this solicitation.

City of Galax's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to City of Galax for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and City of Galax.

GG. Tax Exemption. The City of Galax as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the City of Galax.

HH. Termination. City of Galax shall have the right to terminate at City of Galax's convenience, with or without cause, any contract resulting from this IFB by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by City of Galax.

II. Testing and Inspection. City of Galax reserves the right to conduct any test/inspection

it may deem advisable to assure goods and services conform to the specifications prior to award.

JJ. Transportation and Packaging. By submitting their bid, all Bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped.