

CITY OF LYNCHBURG, PROCUREMENT DIVISION
LYNCHBURG, VA 24504, (434) 455-3970

**ACCESS CONTROL AND SECURITY SYSTEM
INSTALLATION, UPGRADES, AND MAINTENANCE
FOR CITY OF LYNCHBURG BUILDINGS**



INVITATION FOR BID #2021-025

ISSUED: September 29, 2020

DUE: October 28, 2020 at 3:00p.m.

Invitation for Bid Prepared By:
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www.lynchburgva.gov

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THE CITY OF LYNCHBURG
LYNCHBURG, VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Bidder: The general rules and conditions that follow apply to all purchases by the City of Lynchburg, through its Procurement Division and become a definite part of each formal solicitation, purchase order or other award issued by the Procurement Division, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk, and a bidder cannot secure relief from the conditions on the plea of error.)

Subject to all applicable laws, ordinances, policies, resolutions, regulations and all limitations imposed thereby, bids on all solicitations issued by the Procurement Division will bind bidders to the conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **DEFINITIONS:** The definitions in the Virginia Public Procurement Act and Lynchburg Public Procurement Code apply. In addition, the following definitions apply to these General Conditions and Instructions to Bidders:
 - a. **BID:** The written offer of a bidder to the City, submitted in response to a solicitation by the City, to provide the City specific goods or services at specified prices and/or other conditions specified in the solicitation, unless indicated to the contrary, as used herein, bid includes a bid submitted in response to an Invitation for Bid.
 - b. **BIDDER:** Any person who submits a bid to the City.
 - c. **CITY:** The City of Lynchburg, Virginia
 - d. **CONTRACTOR:** Any person, including without limitation, any company, individual, firm, corporation, partnership joint venture, or other organization with which the City contracts.
 - e. **INVITATION FOR BID (IFB):** A written request made to prospective vendors (bidders) for their bids on goods or services desired by the City when initiating Contractor selection by means of Competitive Sealed Bidding.
 - f. **NON-PROFESSIONAL SERVICES:** Any services not specifically identified as professional services in the definition of professional services
 - g. **PROCUREMENT MANAGER:** The Procurement Manager employed by the City.
 - h. **SOLICITATION:** The document published by the City notifying the public and prospective bidders that the City is seeking vendors to submit bids to provide goods or services to the City and providing information regarding the procurement process, the City's requirements, and terms and conditions of any resulting contract.
 - i. **STATE:** Commonwealth of Virginia.

SPECIFICATIONS

2. **QUESTIONS OR COMMENTS:** For City solicitations done through the Procurement Division, all contact between bidders or prospective bidders and the City shall be only with the Procurement Division. Any questions which may arise as a result of this solicitation may be addressed to Matt Marsteller at 434-455-4233, or by email to matthew.marsteller@lynchburgva.gov. Inquiries must be received at least 7 days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other City representative, not expressly authorized elsewhere in this document, is prohibited. No bidder or potential bidder shall initiate or engage in any discussions with any other employee of the City or any member of the City Council while a solicitation is outstanding concerning the contents of such solicitation or with the intent to influence or interfere with the contract award authorized by and described in such solicitation. A violation hereof may result in the disqualification of such bidder.
3. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Procurement web site at <http://www.lynchburgva.gov/current-solicitations>. Each bidder is responsible for determining that all addenda issued have been received and shall

acknowledge receipt of all addenda in the space provided or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents. Oral answers shall not be authoritative and shall not provide any basis for reliance by a bidder.

4. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named. Such a brand name conveys the general style, type, character and quality of the article desired, and any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended shall be accepted.
5. **FORMAL SPECIFICATIONS:** When an Invitation for Bid indicates that it is a "formal specification" (no substitute), or otherwise states that the article specified, and no other, shall be provided, then the bidder shall furnish the article in strict conformity with the specification and may not offer a purported equal or substitute. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission. The bidder shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever a specification requires articles, materials, or workmanship to conform to laws, ordinances, regulations, building codes, underwriter laboratory standards, ASTM standards, or similar law or standards, the specification shall be construed to require at least the minimum acceptable standard allowed by the cited law or standard under the circumstances unless otherwise indicated.
6. **OMISSIONS AND DISCREPANCIES:** Unless otherwise indicated, any specification for an item of equipment shall be interpreted to include not only the item of equipment specified, but also those parts, items, appurtenances and accessories reasonably necessary to make the equipment complete and working.

BID PROCESS

7. **TIME FOR RECEIVING BIDS:** All sealed bids will be received in the Procurement Division Office, Third Floor, City Hall. It is the responsibility of the bidder to ensure bids are received by Procurement Staff and time stamped prior to the deadline for bids. Bids received prior to the time of opening will be securely kept unopened. No responsibility will be attached to the Procurement Division for the premature opening of a bid not properly addressed, received, and identified. Any bid opened prematurely will be resealed and kept securely until the time of opening. Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail. Late bids will not be accepted and will be returned unopened.
8. **SIGNATURE:** All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
9. **BID BONDS:** Only when specifically requested in the bid documents shall each bid be accompanied by a bid bond with surety satisfactory to the City or a Cashier's or a Certified Check, made payable to the City of Lynchburg. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the City. Bids received without a bid bond, when specifically requested, shall be rejected.
10. **BID MODIFICATION AND WITHDRAWAL:** Any bidder may withdraw or modify its bid, in writing containing the original signature of the bidder, which writing must be received by the City prior to the date and time set for submission of bids. Withdrawal or modification must be in writing and be delivered by one of the following means: (i) hand delivery by the bidder itself, a courier, or other delivery service; (ii) by mail (no consideration shall be given to any postmark); or (iii) by marking(s) on the exterior of the bid submission envelope, but only if the marking is dated and includes the original signature of the bidder. Written modifications of bids should not reveal the bid price contained in the previously submitted sealed bid, but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the bid will not be known to the City until the sealed bids are opened. Modifications shall be on the interior envelope and sealed prior to submittal. No bid shall be altered or amended after the specified time for opening.
11. **BIDDERS PRESENT:** At the time fixed for the opening of sealed bids, their contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for inspection in the

Procurement Division during regular City business hours by bidders prior to award (unless a determination is made not to make an award) and by the general public after an award is made. The City will post all notices of award to the Procurement Website.

12. **WITHDRAWAL OF BIDS**: A bidder may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to 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 can be clearly shown by objective evidence drawn from inspection of original working papers, documents and materials used in the preparation of the bid sought to be withdrawn. The following procedure as stated in Section 18.1-11 of the Lynchburg Procurement Code shall be used to request withdrawal of a bid:
- a. To withdraw a bid after bid opening due to error, a bidder must satisfy the substantive requirements of Va. Code §2.2-4330. In addition, the following procedures shall apply:
 1. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
 2. The mistake may be proved only from the original work papers, documents and materials delivered as required herein.
 - b. This section shall be deemed to be incorporated automatically into all invitations to bid issued by the city pursuant to the Lynchburg public procurement code. Nonetheless, the city manager or his designee(s) should ensure that this section is set out in all invitations to bid.

If a bid is withdrawn under the authority of this section and the solicitation is not cancelled, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to or perform any contract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

13. **ERRORS IN BID**: When an error is made in extending the total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible errors. Errors discovered after public opening cannot be corrected, and the bidder will be required to perform if his bid is accepted, unless the bidder successfully withdraws its bid in accordance with paragraph 12, Withdrawal of Bids.
14. **BIDDERS INTERESTED IN MORE THAN ONE BID**: If more than one bid is offered by any one person, by or in the name of their clerk, partner, firm, or corporation, all such bids may be rejected. A contractor who has quoted prices on work or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, material or supplies.
15. **TAX EXEMPTION**: The City of Lynchburg is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the City for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the City on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
16. **PROPRIETARY INFORMATION**: Section 2.2-4342-F of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids not in compliance with section 2.2-4342F will be subject to disclosure.
17. **GOVERNING LAW**: Any contract resulting from this Invitation for Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the

AWARD

18. AWARD DECISION: Before the Contract is awarded, the bidder submitting the lowest responsive bid must satisfy the City that it has the requisite organization, capital, equipment, ability, resources, personnel, management, business integrity, and experience in the type municipal work for which it has submitted a bid. The bidder shall verify to the City that it has the sufficient and qualified personnel to provide for the Contract Work. Failure by the lowest responsive bidder to sufficiently satisfy the City of its ability to meet any of the above requirements may serve as grounds for rejection of the bid.

The Owner reserves the right to cancel the Advertisement for Bids, reject any and all bids, waive any and all informalities, and disregard all conforming, nonconforming, conditional bids or counterproposals.

19. FACTORS OTHER THAN PRICE IN AWARD DECISION: The following factors in addition to price (as they apply) shall be a consideration in the award decision:

- a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The City may contact all references furnished by bidders. The right is further reserved by the City to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the City, a bidder is determined to be non-responsible as a result of any investigation conducted by or for the City, award will not be made to that bidder.
- b. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- c. Whether the bidder is in arrears on a debt or contract or is in default on a security to the City or whether the bidder's county taxes or assessments are delinquent.
- d. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the City.
- e. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
- f. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
- g. The City reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the City in determining bidder's capabilities of successfully administering the contract.
- h. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
- i. The resale value, life cycle costing and value analysis of a product.
- j. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
- k. Timely delivery of goods or timely completion of services as stated by bidder.
- l. Substantial compliance or noncompliance with specifications set forth in bid as determined by the City.
- m. Inventory capability as it relates to a particular bid.
- n. Results of product testing.
- o. Such other information as may be secured by the Procurement Manager having a bearing on the decision to award the contract.

20. AVAILABLE FUNDS: If the bid from the lowest responsible, responsive bidder exceeds available funding, pursuant to Section 18.1-9 of the Lynchburg Public Procurement Code, the Owner may negotiate with the apparent low bidder to obtain a contract price within available funds.

21. NOTICE OF AWARD/CONTRACT DOCUMENTS: A Notice of Award will be posted to the City's Procurement website within the time for acceptance specified in the solicitation shall be deemed to result in a contract binding on the bidder. To the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:
- a. City Solicitation Form/Award Notice and other documents which may be incorporated by reference, if applicable.
 - b. General Conditions and Instructions to Bidders.
 - c. Special Provisions.
 - d. Pricing Schedule.
 - e. Any Addenda/Amendments.
 - f. Purchase Order.
22. TIE BIDS: In the case of a tie bid, the City may give preference to goods, services, and construction produced in the City or provided by persons, firms or corporations having principal places of business in the City. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no City or Commonwealth choice is available, the tie shall be decided by lot.
23. PROMPT PAYMENT DISCOUNT: If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an approved invoice by the City.
24. INSPECTION-ACCEPTANCE: The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the City. In the event the goods and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
25. DEFINITE BID QUANTITIES: Subject to the City's right to termination for convenience, where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Procurement Manager with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
26. REQUIREMENTS BID QUANTITIES: On "Requirement" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The City reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The City reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The City may award a bid to a single contractor or to multiple contractors.
 - e. The City reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The City reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the City reserves the right to bid individual purchases if the City deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that the City shall not be obligated to

purchase or pay for materials under such contract unless and until they are ordered and delivered.

- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
- j. The City has the right to extend this contract up to and not to exceed one hundred eighty (180) days following any term of the contract.

CONTRACT PROVISIONS

28. TERMINATION OF CONTRACTS: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the City for convenience or cause, or upon termination by Contractor for material breach by the City.
 - b. Extended upon written authorization of the Procurement Manager and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
29. TERMINATION FOR CONVENIENCE: A contract may be terminated by the City in accordance with this clause in whole or in part whenever the Procurement Manager shall determine that such a termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor at least (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. An adjustment in the contract price shall be made to compensate the contractor for his/her actual costs incurred in performance prior to termination that, as determined in the City's discretion, are reasonable, allocable, and allowable, plus a reasonable amount of profit on such costs. In no event shall the City be liable to the contractor for anticipated profits for unperformed work or undelivered goods or for any consequential, special, incidental, or punitive damages of any kind. In no event shall the City be liable for any amount over the contract price.
30. TERMINATION OF CONTRACT FOR CAUSE:
 - a. The City may, by written notice of termination to the Contractor specifying a termination date at least five days thereafter, terminate this contract for cause in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, or (2) fails to perform any of its other obligations under this contract or violates any provision of this contract.
 - b. If this contract is terminated for cause, the Procurement Manager may require the Contractor to transfer title and deliver to the City, as directed by the Procurement Manager, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables") prepared by the Contractor under the contract. The City shall pay the contract price for such completed goods and deliverables. The Contractor and Procurement Manager shall agree on the amount of payment for partially-completed goods and deliverables the City requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to the City for its reasonable costs for the partially-completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in the City's discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.
 - c. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined.
 - d. If the City terminates this contract for cause when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience under this contract, and the termination for convenience clause shall apply for all purposes.
 - e. If Contractor properly terminates this contract for material breach by the City, Contractor's damages shall be limited to the amounts recoverable by Contractor for a termination for convenience.
31. CONTRACT MODIFICATIONS: No modifications in the terms of a contract shall be valid or binding upon the City unless made in writing, signed, and duly authorized by the City.

32. **FUNDING:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the City's fiscal year, are subject to approval and ratification by Lynchburg City Council and appropriation by them of the necessary money to fund said contract for each succeeding year.
33. **NEW GOODS, FRESH STOCK:** Unless otherwise specifically stated, the Contractor shall provide new rather than used goods, fresh stock, and the latest model, version, design or pack of any item specified.
34. **NON-DISCRIMINATION:** During the performance of this contract the Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or 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 non-discrimination clause.
 - 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.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.
35. **DRUG FREE WORKPLACE:** Section 2.2-4312 Code of Virginia. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

During the performance of this contract, the contractor agrees to:

- Provide a drug-free workplace for the contractor's employees
 - 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
 - State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
 - Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor
36. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES:** It is the policy of the City to undertake every effort to increase opportunity for utilization of small, minority-owned, and women-owned businesses in all aspects of procurement to the maximum extent feasible.
- In connection with the performance of this contract, the Contractor agrees to use his/her best effort to carry out this policy and ensure that Small, minority-owned, and women-owned businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
 - As used in this contract, the term "Small Business" is defined as a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (Code of Virginia 2.2-4310)
 - As used in this contract, the term "Minority-Owned Business" is defined as a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a

corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (Code of Virginia 2.2-4310)

- d. As used in this contract, the term "Woman-Owned Business" is defined as a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia 2.2-4310)
 - e. Where federal grants or monies are involved, it is the policy of the City through its agents and employees to comply with the requirements set forth - Standards Governing State and Local Grantee Procurement - of the U.S. Office of Management and Budget Circular N. A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments, as they pertain to small and minority business utilization.
37. **GUARANTEES & WARRANTIES:** Unless otherwise specifically indicated in the solicitation, by entering into the contract, the Contractor itself warrants and guarantees all goods and services furnished (1) in accordance with the General Guaranty and Service Contract Guaranty paragraphs herein, and (2) in accordance with the provisions of the Uniform Commercial Code. In addition, the Contractor shall properly transfer to the City all standard warranties given by the manufacturer(s) of any goods furnished. The Contractor shall deliver all manufacturers' warranties to the Procurement Manager before final payment on the contract.
38. **PRICE REDUCTION:** If any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will, within ten (10) days of any general price reduction, notify the Procurement Division of such reduction by letter. **FAILURE TO DO SO WILL BE A BREACH OF THE CONTRACT AND MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by Procurement.
39. **CHANGES:** The City may, at any time, without notice to any sureties, by written order indicated to be a change order, make changes within the general scope of the contract, including without limitation, changes in (1) specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.
- a. Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal for any equitable adjustment to the contract price, delivery schedule, or both, that should in fairness be made due to the change order. The parties shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.
 - b. If the parties cannot agree to a modification to the contract, then the City may either cancel the change order at no expense to the City or order in writing that the Contractor proceed with the change order.
 - c. If the City orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or City may submit a claim for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in the City's discretion, are reasonable, allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.
 - d. Nothing shall excuse the Contractor from proceeding with the contract as changed by written change order.

e. No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

40. PLACING OF ORDERS: Orders against contracts will be placed with the Contractors on a Purchase Order executed and released by the Procurement Division. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Purchase Order has been released by Procurement, telephonic orders may be placed directly with the Contractor by the ordering office. Such agreements (BPA) are normally reserved for the purchase of highly repetitive items on a day-to-day basis.

DELIVERY PROVISIONS

41. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the solicitation, each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, contract number, name of the Contractor, the name of the item, the item number, and quantity contained therein. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and purchase order number. Any failure to mark items as required by the instructions will cause the Contractor to bear the risk of any resulting loss of or damage to material, or late delivery or misdelivery of material and any damages resulting therefrom. Deliveries must be made during the City's normal business day (Monday to Friday, except holidays, from 9:00 A.M. to 4:00 P.M.) and sufficiently before closing time to permit unloading, inspection, and storage, unless specific arrangements have previously been agreed upon with the City's storekeeper at the delivery point. The Contractor shall ensure compliance with these instructions for items that are drop-shipped.

42. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at Contractor's risk and expense or dispose of them as its own property.

43. INSPECTIONS: Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the City will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.

44. COMPLIANCE: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement when not in conflict with the bid. The decision of Procurement as to reasonable compliance with delivery terms shall be final. Burden of proof of delivery in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by Procurement, such extension applying only to the particular item or shipment affected.

45. DELAY: Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. This provision does not apply to public construction contracts.

46. METHOD AND CONTAINERS: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become property of the City unless otherwise specified by bidder.

47. REPLACEMENT: Materials or components that have been rejected by the City in accordance with the terms of this contract shall be promptly replaced by the Contractor at no cost to the City.

48. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:
- (1) The Purchase Order Number
 - (2) The Name of the Article and Supplier's Stock Number
 - (3) The Quantity Ordered
 - (4) The Quantity Shipped
 - (5) The Quantity Back Ordered
 - (6) The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

49. PAYMENT: Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
50. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, 10 percent (10%) of the value of the entire order may be retained until the completion of the contract.
51. PAYMENTS FOR EQUIPMENT, INSTALLATION, AND TESTING: When equipment involves installation (which shall also be interpreted to mean erection and/or setting upon or placing in position, service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of fifty percent (50%) of the contract price when such equipment is delivered on the site. A further allowance of twenty five percent (25%) may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of seventy five percent (75%) at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
52. PAYMENTS TO SUBCONTRACTORS: Within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by subcontractor under that contract, the Contractor shall either (a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or (b) notify the City and subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. The Contractor must pay interest at the rate of one percent per month unless provided otherwise to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the City for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b) above. The Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

In order to receive payment, individual Contractors must provide their social security numbers; and proprietorships, partnerships, limited liability companies, and corporations must provide their federal employer identification numbers on a completed Federal W-9 form.

GENERAL

53. GENERAL GUARANTY: Contractor agrees to:
- a. Indemnify and save the City, its agents and employees harmless from any claim or liability of any nature or kind for unauthorized use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
 - b. Protect the City against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other contractors, for which his/her workers or those providing work through Contractor are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, State, County, and City.
- e. Protect the City from loss or damage to City-owned property while it is in the custody or control of the Contractor.

54. SERVICE CONTRACT GUARANTY: Contractor agrees:

- a. To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that the City may reduce the said service at any time.
- b. To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- c. All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.
- d. Said services may be inspected by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. The presence of a City/County/State Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

55. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the City, its agents, officials, employees, and volunteers against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgements, costs and expenses, (collectively "Losses") which may or otherwise accrue against the City in consequence of the granting of a contract or which may or otherwise result therefrom, if it shall be determined that the Loss was caused through negligence or omission by the Contractor or its employees, of any subcontractor of Contractor or its employees, if any, or providing goods or services through Contractor, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City as herein provided.

56. OFFICIALS NOT TO BENEFIT: Each bidder shall certify, upon signing a bid, that to the best of his or her knowledge no City official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

Whenever there is reason to believe that benefit of the sort described in paragraph a has been or will be received in connection with a bid or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the City, as a prerequisite to payment pursuant to the Contractor, or at any time, may require the Contractor to furnish, under oath, answers to any questions related to such possible benefit.

In the event the bidder has knowledge of benefits as outlined above, this information should be submitted with its bid. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder shall address the disclosure of such facts to the Procurement Manager. The relevant Invitation for Bid Number (see cover sheet) should be referenced in the disclosure.

57. CITY LICENSE: All firms doing business in the City are required to be licensed in accordance with the City's Business, Professional, and Occupational Licensing Tax Ordinance. Wholesale and retail merchants without a business location in Lynchburg are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Office of the Commissioner of Revenue, phone: 434-455-3880.
58. REGISTERING OF CORPORATIONS: In accordance with the Code of Virginia, any foreign corporation, partnership or limited liability company transacting business in Virginia is required to secure a certificate of authority from the Virginia State Corporation Commission. Contractor shall ensure it is duly registered in Virginia and such status shall be maintained during the term of the contract
59. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission percentage, brokerage, or contingent fee.
60. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contacts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act, except as provided in Virginia Code § 2.2-4342 and paragraph 16 of this bid document.
61. SECTION 2.2-4311.1 CODE OF VIRGINIA – ILLEGAL ALIENS: The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
62. COOPERATIVE PROCUREMENT: This procurement is being conducted by the City of Lynchburg in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, 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, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
63. PRECEDENCE OF TERMS AND CONDITIONS: Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.
64. INSURANCE:
- a. The contractor/vendor shall procure, maintain and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representatives, employees or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability: (Occurrence Form ISO CG0001 or equivalent): \$1,000,000 CSL, BI & PD.

Automobile Liability: Code 1 “ANY AUTO” (Form CA0001 10 13 or equivalent): \$1,000,000 CSL, BI & PD.

Workers’ Compensation: Statutory Amount.

The insurance policies shall include or be endorsed to include the following provisions:

- 1) The City of Lynchburg, Virginia, its officers/officials, employees, agents and volunteers (the City) shall be endorsed as “additional insureds” under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor’s operations or activities in these projects.
- 2) The contractor/vendor shall send an actual copy of the policy endorsement document from the insurance carrier that provides this coverage (ISO Form CG20100704 and CG20370704 or similar); OR, send an actual copy of the policy endorsement that provides blanket additional insured coverage, including completed operations, when required by a written agreement (ISO Form CG20331001 or similar), to: **Risk Management, 900 Church Street, Lynchburg, VA 24504, Phone: (434) 455-3815; Fax: (434) 847-1684.**
- 3) In addition to #2, above, the contractor/vendor shall provide the City with a certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award.
- 4) Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
- 5) The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
- 6) The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendors insurance and shall not contribute therewith.
- 7) Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
- 8) All rights of subrogation against the City shall be waived.
- 9) All coverages for subcontractors of the contractors/vendors, if any, shall be subject to all of the requirements stated herein.
- 10) When Excess Liability Coverage is required only the general contractor shall be required to maintain said coverage.

BIDDER/CONTRACTOR REMEDIES

65. **PROTEST OF AWARD OR DECISION TO AWARD:** The following are the exclusive procedures for a bidder or offeror to protest the City's award or decision to award a contract. A protest may not be based upon the alleged non-responsibility of a person to whom the City awards or makes a decision to award a contract.
- a. Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
 - b. Except for a protest of an emergency or sole source procurement, a protest of a City award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its bid or proposal accepted but for the City's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
 - c. Protests shall only be granted if (1) the protester has complied fully with Sec. 18.1-6 of the Lynchburg Public Procurement Code and there has been a violation of law, the Lynchburg Public Procurement Code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
 - d. The City Manager shall issue a written decision on a protest within ten (10) days of its receipt by the City Manager.

- e. If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge the procurement by then filing suit in the Lynchburg Circuit Court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the City Manager's decision shall be final and conclusive, and the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 - f. Strictly following these procedures shall be a mandatory prerequisite for protest of the City's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
66. EXHAUSTION OF ADMINISTRATIVE REMEDIES: No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action against the City until all administrative remedies available under the above paragraphs have been exhausted and until all requirements of the Lynchburg Public Procurement Code, and, to the extent applicable, the Virginia Public Procurement Act, have been met.
67. CONTRACTUAL CLAIMS AND DISPUTES: Any claim by a Contractor shall be resolved in accordance with the Lynchburg Public Procurement Code.
68. INSPECTION AND REVIEW OF RECORDS: The City reserves the right to perform or have performed inspections and reviews of the records of the Contractor for any service contract with the City and to have copies made of such records. Contractor shall maintain and preserve all such records, at its own expense, during contract performance and for a period of at least three years after the contract has terminated. At the City's request at any time during contract performance or within a period of three years after the contract has terminated, the Contractor shall promptly make all records available, at a location within the City of Lynchburg, to the City or those retained by the City, for inspection, review and copying.

INSTRUCTIONS TO BIDDERS

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Procurement Division Office, Third Floor City Hall, 900 Church Street, Lynchburg, Virginia, 24504, until, but no later than **3:00 p.m. Local Time Prevailing, October 28, 2020**, and then publicly opened and read aloud in the Bidder's Room. ***If City Hall is closed to the public on the bid due date, a link to a publicly available video/audio conference call will be posted on the Current Solicitations page of the City's website prior to the bid opening. All bids received by the posted deadline will be opened and read aloud on the video/audio conference call.***

Although City Hall is currently closed to the public, FedEx, UPS, and the USPS will be given access to the building to deliver mail/packages to the Procurement Office. If vendors choose to hand deliver bids, they can come to the main entrance to City Hall at 900 Church St. and call the Procurement Office directly at 434-455-3970 Monday – Friday from 8:30 a.m. to 5:00 p.m. A Procurement Office staff member will physically respond to the main entrance to receive the bid and time stamp it at that time. It is the sole responsibility for the Bidder to ensure their bid is timestamped prior to the deadline for submission. Please allow additional time to ensure this is done. As always, late bids will not be considered.

***A **mandatory pre-bid meeting** with related site visits is required to bid on this solicitation. The City will be offering two options for the mandatory pre-bid meeting. Vendors only need to attend one mandatory pre-bid meeting to be eligible to submit a bid. City staff believes vendors need to physically view each building to understand the potential installation challenges posed in order to adequately formulate and submit a bid.

The first option to attend a mandatory pre-bid meeting will be held on **October 14, 2020 at 10:00 a.m.** at City Hall located at 900 Church St. Lynchburg, VA 24504. Vendors will meet staff at the front doors and will be escorted into the lobby. Site visits of the Police Department/West Building and Fire Administration Building will follow. The second option to attend a mandatory pre-bid meeting will be held on **October 15, 2020 at 10:00 a.m.** at City Hall located at 900 Church St. Lynchburg, VA 24504. Vendors will meet staff at the front doors and will be escorted into the lobby. Site visits of the Police Department/West Building and Fire Administration Building will follow. All questions arising from site visits shall only be directed to Matt Marsteller as noted above. If vendors plan to attend a mandatory site visit, please notify Matt Marsteller of which date you intend to join so the number of potential people making the visits can be managed. (So there isn't 25 at one and 5 at another for example) Vendors may be asked to switch days depending on the anticipated turnout.

*** CDC Social Distancing guidelines shall be maintained during each site visit. Site visit attendees are required to wear a mask at all times during the visits. Site visit attendees may be asked a few questions prior to entering any or all of the City buildings and may be subject to a temperature screening. To avoid a large number of attendees at the pre-bid meeting and site visits, the City strongly encourages all Contractors to send no more than TWO representatives to the pre-bid meeting and site visits.***

Any questions which may arise as a result of this solicitation may be addressed to Matt Marsteller at 434-455-4233, or by email to matthew.marsteller@lynchburgva.gov Inquiries must be received at least 7 days prior to the due date in order to be considered (deadline is October 21, 2020 at 3:00 p.m.). Contact initiated by a bidder concerning this solicitation with any other City representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in

disqualification of the bidder.

Any and all addenda will only be posted to the City's website at: <http://www.lynchburgva.gov/current-solicitations>. It is the responsibility of the bidder to check the website for any addenda posted before submitting a bid package. Failure to acknowledge any posted addenda may result in rejection of the bid. For this solicitation, all addenda will be posted no later than October 23, 2020 at 3:00 p.m.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign in the space provided on the Terms and Signature Sheet and fill out all required documents with bid submission. (To include proof of certifications and credentials as noted in Section III of the Scope of Work.) Mark the outside of your envelope with Invitation for Bid #2021-025 and opening date of bid. Bids, to include addenda or changes to a response, shall not be accepted via fax machine or by e-mail. Any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Procurement Division. Bidders are responsible for ensuring that their bids are stamped by Procurement personnel before the deadline indicated.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to this solicitation, including bid documents, addenda, bid tabulation and notice of award, bidders may access public notification electronically on the Procurement website: <http://www.lynchburgva.gov/current-solicitations>

The City of Lynchburg will be using Federal CARES Act funds to deploy and upgrade the systems noted above; therefore, bidders shall closely read the Federal Requirements Contract Insert noted as Attachment A of this solicitation and must comply with all associated regulations.

TERM OF CONTRACT

This resulting contract will encompass the work noted below in City Hall, the Lynchburg Police Department/West Building, and the Lynchburg Fire Administration Building, as well as, an ongoing services and maintenance contract for City-wide access control and security systems. The initial term of the contract shall be for a (1) one year period, with the option to renew for up to (4) four additional (1) one year terms, upon mutual agreement. Price increases will only be considered during the renewal period or if additional services are needed as determined by the City.

BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder satisfying all Security Integrator Qualifications with consideration given to prior experience and demonstrated competence through provided references. The Total Base Bid will be determined by adding the Sub-Totals together for each of the three projects listed on the Bid Form. (City Hall Subtotal, Lynchburg Police Department/West Building Subtotal, and Lynchburg Fire Administration Building Subtotal)

SCOPE OF WORK

I. Purpose

The initial purpose of this invitation to bid is to partner with a certified security integrator to deploy an Access Control System (ACS) in City Hall located at 900 Church Street, Lynchburg, VA 24504 and the Lynchburg Fire Administration Building located at 800 Madison St. Lynchburg, VA 24504, and to upgrade the existing ACS at the Lynchburg Police Department located at 905 Court St. Lynchburg, VA 24504 and the West Building located at 805 Court St. Lynchburg, VA 24504. The ongoing purpose of this invitation for bid is for the awarded security integrator to provide service and maintenance City-wide on ACS and security systems on an as-needed basis.

II. Background

The City of Lynchburg will be using Federal CARES Act funds to deploy and upgrade the systems noted above; therefore, bidders shall closely read the Federal Requirements Contract Insert noted as Attachment A of this solicitation and must comply with all associated regulations. In recent history, the City has not previously contracted for ongoing service and maintenance to its ACS and security systems.

III. Security Integrator Qualifications

All bidders shall have the following qualifications, credentials, capabilities:

- UL 2050 certified
- Registered to do business in the Commonwealth of Virginia with the State Corporation Commission
- Hold a valid Department of Criminal Justice Services Private Security Services License
- Software House Enterprise Level Partner
- Software House Certified Integrators for personnel working on this project
- On-staff CSEIP-certified engineers
- Location where service call responders will be traveling from is within (60) miles of City Hall at 900 Church St. Lynchburg, VA 24504
- Sufficiently provide 24/7/365 coverage and service via telephone or in person when determined to be necessary by City staff.

Proof of all certifications or licensing as noted above shall be submitted with your bid documents.

IV. Special Terms and Conditions

A. City Hall, Lynchburg Police Department/West Building, and Lynchburg Fire Administration Projects

1. The successful vendor will be required to provide all operation and manufacturer's manuals to the appropriate City staff member upon conclusion of each project. All equipment furnished for this project must be new and in original packaging.
2. Successful integrator shall be responsible for keeping daily work areas clean and remove all debris and trash from work areas at the end of each work day.

3. The City anticipates awarding this contract in mid-November with substantial completion of the entire installation/upgrade project for the three City buildings no later than **January 31, 2021**. If a Contractor deems this deadline to be unfeasible for any reason, the City requires said Contractor to request a new substantial completion date and the reason(s) for such request prior to the deadline for the City to receive questions related to the project. If the City deems the reason(s) behind extending the date for substantial completion to be valid, the new date will be formally delineated on an Addendum and incorporated into the contract documents.
4. The City will coordinate with the current elevator service provider in City Hall to make available cable that is required for the card reader associated with each elevator cab. The City will ensure that the cable is already in the travel cable for each of the elevator cabs. Any expenses that may be incurred by the elevator services provider to ensure cable access shall not be included in this solicitation and will not be the responsibility of the successful vendor. The City will pay all costs associated with providing the necessary cabling for each elevator cab access.
5. The City's elevator company will be responsible to program the City Hall elevators to only access the basement and 1st floor for any citizen. The cost of this programming will be the responsibility of the City. The successful vendor will be responsible to program the card readers in each elevator which will allow access to the 2nd and 3rd floors in City Hall. The cost for this programming is the responsibility of the successful vendor and shall be included as such in the labor and installation costs on Attachment C – Bid Form.
6. All cabling and wiring from the access control systems' access panels at each building to the specific card reader locations shall be the sole responsibility of the successful vendor. All costs associated for the cabling and wiring shall be included in the labor and installation costs noted on Attachment C – Bid Form.
7. All installation and related services shall be coordinated by the successful vendor's project manager with the respective City staff member. All labor related to the initial projects shall be performed during normal business hours 8:30 a.m. – 5:00 p.m. If it is determined by the City that labor needs to be performed outside of normal business hours, the labor rates noted on the bid form shall apply.
8. All pricing for parts, equipment, and labor for the initial projects shall include a one (1) year warranty. The warranty period shall begin at each building at the point of beneficial use of each respective system as mutually agreed upon by the City and successful vendor. Upon the expiration of the initial warranty for each project, successful vendor shall make available extended warranty terms and pricing for on-going service and preventive maintenance. The City may choose to enter into an extended warranty agreement or simply request repairs to the system on an as-needed basis according to the hourly rates noted on the bid form.
9. The City will need to purchase 1,750 48-bit HID Global Corporate 1000 cards as a result of this project. Furnishing the cards will be the responsibility of the successful vendor. Cost for the cards shall be noted on Attachment C – Bid Form in the appropriate field under the City Hall portion of the project.
10. Substitution requests for any equipment listed on the Bid Form (Attachment C) must be made no later than October 19, 2020 at 3:00 p.m. and such requests shall only be made for equipment that is equal in all respects to the equipment specified on Attachment C. Equipment specification sheets shall be submitted electronically to Matt Marsteller for any piece of equipment that a substitution is requested. All substitution requests will either be

approved or denied via formal written Addendum. Such Addendum will be posted no later than October 23, 2020 at 3:00 p.m.

B. Ongoing Service, Maintenance, and Installation for ACS and Security Systems City-wide

1. The successful vendor shall, on an as needed basis as requested by the City, provide labor, equipment, and all work necessary to perform minor or major repair service to the City's ACS and security system related equipment. ACS related equipment shall include, but not be limited to: card readers, network switches, patch panels, power supplies, output boards, door controllers, door contacts, motion sensors, exit buttons, magnetic locks, electronic strikes, workstations, servers, cables and wires, ACS related software and licensing, customer support, and other related ACS system hardware and software. Security system related equipment shall include, but not be limited to: cameras, video recording devices, monitors, servers, workstations, cables and wires, video related software and licensing, customer support, and other related security system hardware and software.
2. The successful vendor shall, on an as needed basis as requested by the City, provide labor, equipment, and all work necessary to perform new installation services of ACS and security systems in various City buildings or on outdoor City properties. ACS related equipment shall include, but not be limited to: card readers, network switches, patch panels, power supplies, output boards, door controllers, door contacts, motion sensors, exit buttons, magnetic locks, electronic strikes, workstations, servers, cables and wires, ACS related software and licensing, customer support, and other related ACS system hardware and software. Security system related equipment shall include, but not be limited to: cameras, video recording devices, monitors, servers, workstations, cables and wires, video related software and licensing, customer support, and other related security system hardware and software.
3. The City does not represent that it will utilize the successful vendor's services any guaranteed number of times for any repair or installation over the course of a year. The City reserves the right to solicit quotes from other vendors for ACS and security system related repairs and installs.
4. Repair estimates shall be at no cost to the City unless it requires disassembly of some substantial portion of an ACS or security system. If disassembly is required, the contractor shall bill at the quoted hourly repair rate noted on the bid form.
5. Repair service shall include emergency service (including overtime service). Response to such calls for emergency service shall be commensurate to the effect the problem encountered has on the proper operation of the ACS or security system as determined by the repair authorization contact person of the appropriate department.
6. When such authorized person indicates the problem is urgent and needs immediate attention, the contractor shall provide in-person service within ninety (90) minutes of the time of the call. The provisions of this paragraph shall apply twenty-four (24) hours a day, seven (7) days a week. The City understands that emergency in-person responses are typically rare, but may occur when buildings that require 24 hour secure access only may become disabled or malfunction. (IT Building, Police Department, Department of Emergency Services, etc.)
7. Customer Support via telephone shall be available to the City 24/7/365.

8. All work shall be performed in accordance with all OSHA, Federal, State, and local regulations.

V. Scope of Services - City Hall Project

A. General System Design

The successful vendor shall provide an extension of the City's existing C•CURE 9000 system.

The following general design shall be necessary to meet such requirements:

1. Provide electronic access control on the following doors:
 - a. Front Double Glass Doors (The doors on the north side of the 1st floor lobby that lead into the Galleria)
 - b. Alley Door at the Rear of City Hall at the loading dock
 - c. Stairwell Doors on floors 2, & 3 (total of 6)
 - d. Elevator Cabs 1, 2, & 3 (providing tailored access to only the 2nd & 3rd floors)

B. Access Control Software & Servers

The successful vendor shall provide the equipment necessary to standup the head-end required to support the overall solution.

1. Software & Licensing:

The City's existing C•CURE 9000 system is currently loaded with R-series license configuration. No software is required for this portion of the project.

2. Servers:

The City intends to use its existing C•CURE 9000 server. No new servers or workstations are required for this portion of the project.

C. Access Control Reader License & Hardware

The successful vendor shall provide the C•CURE 9000 Reader Licensing and Hardware that would be applied to the head-end already built in the previous section.

1. Reader License:

The City's existing C•CURE 9000 system is currently loaded with R-series license configuration. No reader licensing is required for this portion of the project.

2. Hardware:

The successful vendor will provide, install, configure, and test the following hardware to be connected to the C•CURE 9000 head-end.

- a. Four (4) LifeSafety dual voltage power supplies to be mounted in specified locations on each floor. Nine (9) Bosch batteries to be included.

- b. One (1) Middle Atlantic Economical Sectional Rack.
- c. One (1) Software House Ultra GCM, to be mounted in the 1st floor LifeSafety enclosure.
- d. One (1) Software House Ultra ACM SE 8 reader controller, to be mounted in the 1st floor LifeSafety enclosure.
- e. Three (3) Software House R8 Output boards, to be mounted in the 1st floor LifeSafety enclosure.
- f. Three (3) Software House Edge 2 door controllers, to be mounted on the 2nd and 3rd floors in conjunction with the LifeSafety power supplies.
- g. Eleven (11) HID Signo 40 multi-class readers to be mounted at the following locations:
 - Front Double Glass Doors (1)
 - Alley Door at the Rear of City Hall at the loading dock (1)
 - Stairwell Doors on floors 2 & 3 (total of 6)
 - Elevator Cabs 1, 2, & 3 (total of 3)
- h. Nine (9) Magnasphere Door Contacts to be mounted at the following locations:
 - Front Double Glass Doors (total of 2)
 - Alley Door at the Rear of City Hall at the loading dock
 - Stairwell Doors on floors 2 & 3 (total of 6)
- i. Eight (8) Bosch Request-to-Exit motion sensors to be mounted at the following locations:
 - Front Double Glass Doors
 - Alley Door at the Rear of City Hall at the loading dock
 - Stairwell Doors on floors 2 & 3 (total of 6)
- j. One (1) STI pneumatic “Push to Exit” button to be mounted at the Front Double Doors.
- k. FARGO Color Printer Ribbon Dual Sided Color RBN D4500 YMCKOK500 with Cleaning Kit

3. Door Hardware

This section focuses on the installation of the electronic door hardware for the access control doors.

Successful vendor will provide, install, configure, and test the following electronic door hardware:

- a. One (1) Dormakaba Dual Electronic Surface Minimag installed on the Front Double Doors.
- b. Seven (7) Sargent rigged handle with key override exterior trim mounted on the following doors:
 - 1. Alley Door at the Rear of City Hall at the loading dock
 - 2. Stairwell Doors on floors 2 & 3 (total of 6)
- c. Seven (7) HES 9600 electronic strikes mounted on the following doors:
 - 1. Alley Door at the Rear of City Hall at the loading dock

2. Stairwell Doors on floors 2 & 3 (total of 6)

D. Training on the System in City Hall

The City desires to have one (1) hour of on-site training for personnel located in the Human Resources Department on how to print, create, activate, and de-activate access control system cards. The cost for this training shall be noted in the appropriate field on Attachment C – Bid Form.

E. City Provided Equipment and Services

The City will provide the following related equipment and services:

1. IP addresses for the C•CURE 9000 panels.
2. Switch configuration (VLANS, security, etc.).
3. The City is responsible for any switch or firewall configuration required to establish connectivity to the server.
4. The City is responsible for network connectivity to access control system access panels.
5. All workstations and servers.
6. The City will provide administrative rights to the engineers of the successful vendor for the purpose of installation and configuration of the system as defined above. *If the successful vendor requires network access to a City-owned/managed system, a completed City of Lynchburg Memorandum of Understanding related to IT Security must be completed and filed by said vendor prior to establishing access. The MOU can be located as Attachment B to this IFB. There is no need for bidders to complete the MOU and attach it with their bids. The MOU will only be entered into with the successful vendor once contract award has been made.*
7. The City will provide the successful vendor access to the designated equipment locations for installation, configuration, and testing.
8. The City will provide all required A/C power.
9. The City will provide all permits if required.

VI. Scope of Services –Lynchburg Police Department/West Building Project

A. General System Design

All hardware associated with the current systems at the Lynchburg Police Department/West Building that cannot be re-used for the system upgrade shall remain the property of the Police Department and shall be given to the Project Manager upon conclusion of the upgrade project.

The successful vendor shall provide a stand-alone C•CURE 9000 system to upgrade the current system in both buildings.

The following general design shall be necessary to meet such requirements:

1. Provide electronic access control on the following doors:
 - a. Eight (8) Locations at 905 Court St.
 1. Front Entrance
 2. Front Lobby Records Entrance
 3. From Lobby Chief's Entrance
 4. Stairwell to Downstairs

5. Side Entrance
6. Rear Entrance #1
7. Rear Entrance #2
8. Evidence Area

- b. Three (3) Locations at 805 Court St.
 1. Front Entrance
 2. CID Stairwell Entrance
 3. Side Entrance

B. Access Control Software, Servers, & Licensing

The successful vendor shall provide the equipment necessary to standup the head-end required to support the overall solution.

1. Software & Reader Licensing:

The successful vendor shall provide a Software House series L software license that licenses the system for sixteen (16) card readers.

2. Servers:

The successful vendor shall provide a stand-alone Dell small form factor PC loaded with the latest version of C•CURE 9000 and SQL Express.

C. Access Control & Hardware

The successful vendor shall provide the C•CURE 9000 Hardware that would be applied to the head-end already built in the previous section.

1. Hardware:

The successful vendor will provide, install, configure, and test the following hardware to be connected to the C•CURE 9000 head-end.

- a. One (1) LifeSafety dual voltage power supply to be mounted in a specified location.
Three (3) Bosch batteries to be included.
- b. One (1) Software House C•CURE 9000 Series L Bundled Tower System
- c. One (1) Middle Atlantic Economical Sectional Rack.
- d. One (1) Software House Ultra GCM, to be mounted in the LifeSafety enclosure.
- e. Two (2) Software House Ultra ACM SE 8 reader controllers, to be mounted in the LifeSafety enclosure.
- f. Eleven (11) HID Signo 20 multi-class mullion readers to be mounted at the locations noted above.
- g. Eleven (11) Magnasphere Door Contacts to be mounted at the locations noted above.
- h. Eleven (11) Bosch Request-to-Exit motion sensors to be mounted at the locations noted above.
- i. FARGO Color Printer Ribbon Dual Sided Color RBN D4500 YMCKOK500 with Cleaning Kit

3. Door Hardware

This section focuses on the installation of the electronic door hardware for the access control doors.

Successful vendor will have the ability to reuse all existing electronic door hardware associated with the doors referenced in this portion of the project. Should it be determined that any of the existing electronic strikes are not in operable condition, such adjustment to the scope of work will be made at that time and a price for a new strike(s) obtained.

D. Training on the System at the Lynchburg Police Department/West Building

The City desires to have one (1) hour of on-site training for personnel located in the Police Department on how to print, create, activate, and de-activate access control system cards. The cost for this training shall be noted in the appropriate field on Attachment C – Bid Form.

E. City Provided Equipment and Services

The City will provide the following related equipment and services:

1. IP addresses for the C•CURE 9000 panels.
2. Switch configuration (VLANS, security, etc.).
3. The City is responsible for any switch or firewall configuration required to establish connectivity to the server.
4. The City is responsible for network connectivity to access control system access panels.
5. All workstations and servers.
6. The City will provide administrative rights to the engineers of the successful vendor for the purpose of installation and configuration of the system as defined above. *If the successful vendor requires network access to a City-owned/managed system, a completed City of Lynchburg Memorandum of Understanding related to IT Security must be completed and filed by said vendor prior to establishing access. The MOU can be located as Attachment B to this IFB. There is no need for bidders to complete the MOU and attach it with their bids. The MOU will only be entered into with the successful vendor once contract award has been made.*
7. The City will provide the successful vendor access to the designated equipment locations for installation, configuration, and testing.
8. The City will provide all required A/C power.
9. The City will provide all permits if required.

VII. Scope of Services – Lynchburg Fire Administration Building Project

A. General System Design

The successful vendor shall provide an extension of the City's existing C•CURE 9000 system.

The following design shall be necessary to meet such requirements:

1. Provide electronic access control on the following four doors:
 - a. Door 1 – Main Entrance #1
 - b. Door 2 – Main Entrance #2
 - c. Door 3 – Internal Stairwell Entrance on 8th St. side of Building
 - d. Door 4 – External Entrance on 8th St. side of Building

2. The system shall have the scalability to add security features to at least two other internal doors to it in the future. (On both sides of the Fire Administration lobby area)

B. Access Control Software & Servers

The successful vendor shall provide the equipment necessary to standup the head-end required to support the overall solution.

1. Software & Licensing:

The City's existing C•CURE 9000 system is currently loaded with R-series license configuration. No software is required for this portion of the project.

2. Servers:

The City intends to use its existing C•CURE 9000 server. No new servers or workstations are required for this portion of the project.

C. Access Control Reader License & Hardware

The successful vendor shall provide the C•CURE 9000 Reader Licensing and Hardware that would be applied to the head-end already built in the previous section.

1. Reader License:

The City's existing C•CURE 9000 system is currently loaded with R-series license configuration. No reader licensing is required for this portion of the project.

2. Hardware:

The successful vendor will provide, install, configure, and test the following hardware to be connected to the C•CURE 9000 head-end.

- a. One (1) LifeSafety dual voltage power supply to be mounted in a specified location.
Three (3) Bosch batteries to be included.
- b. One (1) Middle Atlantic Economical Sectional Rack.
- c. One (1) Software House Ultra GCM, to be mounted in the LifeSafety enclosure.
- d. One (1) Software House Ultra ACM SE 8 reader controller, to be mounted in the LifeSafety enclosure.
- e. Four (4) HID Signo 40 multi-class readers to be mounted at the locations noted above.
- f. Four (4) Magnasphere Door Contacts to be mounted at the locations noted above:
- g. Four (4) Bosch Request-to-Exit motion sensors to be mounted at the locations noted above:

3. Door Hardware

This section focuses on the installation of the electronic door hardware for the access control doors.

Successful vendor will provide, install, configure, and test the following electronic door hardware:

- a. Two (2) HES 1600 electronic strikes mounted on the following doors:
 - Door 1
 - Door 2

- b. One (1) Von Duprin rigged handle with key override exterior trim mounted on the following door:
 - Door 3

- c. Two (2) HES 9600 electronic strike mounted on the following doors:
 - Door 3
 - Door 4

D. Training on the System in the Fire Administration Building

No training is being requested for personnel at the Fire Administration Building.

E. City Provided Equipment and Services

The City will provide the following related equipment and services:

1. IP addresses for the C•CURE 9000 panels.
2. Switch configuration (VLANS, security, etc.).
3. The City is responsible for any switch or firewall configuration required to establish connectivity to the server.
4. The City is responsible for network connectivity to access control system access panels.
5. All workstations and servers.
6. The City will provide administrative rights to the engineers of the successful vendor for the purpose of installation and configuration of the system as defined above. *If the successful vendor requires network access to a City-owned/managed system, a completed City of Lynchburg Memorandum of Understanding related to IT Security must be completed and filed by said vendor prior to establishing access. The MOU can be located as Attachment B to this IFB. There is no need for bidders to complete the MOU and attach it with their bids. The MOU will only be entered into with the successful vendor once contract award has been made.*
7. The City will provide the successful vendor access to the designated equipment locations for installation, configuration, and testing.
8. The City will provide all required A/C power.
9. The City will provide all permits if required.

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

In compliance with this Invitation for Bid #2021-025 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- a. I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- b. The accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- c. The accompanying bid is in compliance with the State and Local Government Conflict of Interests Act 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the Code of Virginia. Specifically, no City employee, City employee's partner, or any member of the City employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

Acknowledge receipt of addenda here: No. ____ Date: _____ No. ____ Date: _____

Complete Legal Name of Company: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Email: _____

Name (type/print): _____

Title: _____

Fed ID No.: _____ Phone: _____ Fax: _____

We hereby provide the following information to the City regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority-Owned Business: Yes _____ No _____ Date Signed: _____
Women Owned Business: Yes _____ No _____
Lynchburg Business: Yes _____ No _____

STATEMENT OF EXPERIENCE

Proposer: _____

How Long In Business: _____ At Current Address: _____

Principals: _____ Title: _____
_____ Title: _____
_____ Title: _____

Type of Work Normally Performed: _____

Projects of this type previously completed:

1. _____
_____ Amount \$ _____
2. _____
_____ Amount \$ _____
3. _____
_____ Amount \$ _____

Reference (for Projects listed above):

1. _____
_____ Tel. No. _____
2. _____
_____ Tel. No. _____
3. _____
_____ Tel. No. _____

STATEMENT OF AVAILABLE RESOURCES

Equipment: _____

Number of Personnel Currently Employed: _____

Number of Personnel Available for Project: _____

Other Pertinent Information: _____

CORPORATE STATUS FORM

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership, indicate by checking one:

- Limited liability company
- Limited liability partnership
- Limited partnership

Have you registered with the Virginia State Corporation Commission, to conduct business in Virginia? Yes No

Name and address of organizer: _____

List who is authorized to execute contracts:

If conducting business under an assumed (fictitious) business name, fill out the following information:

Names of persons or entities owning business using assumed business name: _____

Owners' addresses: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, general partnership, or joint venture, fill out the following information:

Names of all persons liable for obligations of the business: _____

Addresses of such persons:

Questions to Bidders/Offerors

Bidders/Offerors are to respond to the following question: Have any of the individual(s), owner(s), and/or principal officer(s) of the firm submitting the bid/proposal ever been convicted of (1) a felony, or (2) a misdemeanor involving moral turpitude?

YES _____

NO _____

If yes, list individual or officer and title and give details.

NOTE: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed.

Is your firm currently involved in litigation or a dispute involving arbitration?

YES _____

NO _____

If yes, for litigation list the litigation by case name, name of court, case number, and jurisdiction, and for arbitration, list the organization administering, if any, its contact information, any case number assigned, the arbitrators, and the location of the arbitration. For litigation and arbitration, briefly describe the claims and status, and give contact information for the opposing party or parties.

**IFB 2021-025 ACCESS CONTROL AND SECURITY SYSTEM
INSTALLATION, UPGRADES, AND MAINTENANCE
ATTACHMENT A**

**FEDERAL REQUIREMENTS
CONTRACT INSERT**

The following document includes special provisions required for contracts either wholly or partially funded with federal funds.

The contract insert contains six subparts and attachments as follows:

- Subpart A – Federal/State Nondiscrimination Provisions for Equal Employment Opportunities applicable to all construction and service contracts.
- Subpart B - Notice to the prime contractor relative to certification on nonsegregational facilities.
- Subpart C - Use of local businesses; Contracting with small, minority, and/or women-owned businesses
- Subpart D - Civil Rights Act of 1964 requirements.
- Subpart E - Provides that a contractor and subcontractors maintains a drug-free workplace.
- Subpart F - Requirements of Davis-Bacon Act for contracts and subcontracts in excess of \$2,000, and the Contract Work Hours and Safety Standards Act (OSHA) for contracts and subcontracts in excess of \$100,000.
- Special Provisions- Use of Domestic Materials

Attachment No. 1 – Davis-Bacon Wage Determinations for Building

Attachment No. 2 – Davis-Bacon Payroll Certification - WHD Form 347

Attachment No. 3 – Labor Compliance Posters (To be posted at all work sites- Photo to be submitted to Project Manager)

SUBPART A
EQUAL EMPLOYMENT OPPORTUNITY

1. Executive Order 11246 (Contracts/subcontracts above \$10,000)

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. At least one posting will be on the main worksite.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUBPART B

NOTICE TO PRIME CONTRACTOR OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de factor basis. The certification also provides that he will not maintain such segregated facilities.

SUBPART C

USE OF LOCAL BUSINESSES; CONTRACTING WITH SMALL, MINORITY, AND/OR WOMEN-OWNED BUSINESSES

Federal regulations make it very clear that subrecipients should make every effort to use local business firms and contract with small, minority-owned and/or women-owned businesses in the procurement process. Specifically,

- A subrecipient must take **affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms** in its federal financed activities (24 CFR 85.36(e) or 84.44(b)). The efforts which a subrecipient should make include:
 - Incorporating such businesses in **solicitation lists** whenever they are potential sources.
 - Ensuring that **such businesses are solicited** when identified as potential sources.
 - **Dividing procurement requirements**, when economically feasible, to permit maximum participation of such businesses.
 - Requiring prime contractors, when **subcontracts** are let, to take affirmative steps to select such firms.
- In conformance with the requirements of *Section 3 of the Housing and Community Development Act of 1968*, to the greatest extent feasible, subrecipients must award contracts for work to be performed to eligible **business concerns located in or owned by residents of the target area** to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing (see 24 CFR 570.607(b)).

Subrecipients should note, however, that the desire to award contracts to local firms is *not* a legitimate excuse for avoiding an open and competitive procurement process.

SUBPART D

CIVIL RIGHTS ACT OF 1964

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

SUBPART E
TITLE 2.2, SECTION 2.2-4312, to CHAPTER 43 RELATING
TO THE PROCUREMENT PRACTICES OF ALL PUBLIC BODIES

For every contract over \$10,000 the contractor must maintain a drug-free workplace. During the performance of this contract, the contractor agrees to @ 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 a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SUBPART F
COMPLIANCE WITH DAVIS-BACON ACT
PAYROLL REVIEW

The contractor and its subcontractors shall comply with provisions of the Davis-Bacon Act and Related Acts. Federal minimum wage laws are applicable to all construction contracts in excess of \$2,000. The Davis-Bacon Act stipulates that all laborers and mechanics employed by the contractor or subcontractors on federally assisted projects shall be paid wages at rates not less than those prevailing on similar construction in the area as determined by the Secretary of Labor. The contractor and its subcontractors shall comply with provisions of the Contract Work Hours and Safety Standards Act generally applicable to any contracts in excess of \$100,000.

Wage rates specified in the applicable wage determination for this construction trade and geographic area are included in Attachment 1. The wage determination must be posted at the site of the work in a prominent and accessible place. The contractor or subcontractor shall insert in any subcontract the clauses included in 29 CFR 5.5 (a) (1) through (12) (Contract Provisions and Related Matters) including the applicable wage rates and a clause requiring the subcontractor include these clauses in any lower tier subcontract. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR 5.5 (see Department of Labor website or a Federal regulations website).

By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or *firm* who has been debarred or suspended from bidding or working on a federally funded project.

Any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision. Additional classifications shall be requested from the Department of Labor as specified in 29 CFR 5.5 or as amended (see Department of Labor Website for forms and instructions). Upon issuance of an additional classification the new wage rate including fringe benefits where appropriate shall be paid to all workers performing the work in the additional classification from the first day on which work is performed in the classification. The Department of Labor shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

1) Payroll(s)

All mechanics and laborers employed upon the site of the work will be paid unconditionally and not less than once a week without subsequent deduction or rebate on any account the full amounts of wages and bona fide fringe benefits or cash equivalents thereof except as provided for by Department of Labor regulations issued in accordance with provisions of the Copeland Act. The payment shall be computed at wage rates not less than those contained in the "wage determination" included in these specifications regardless of any contractual relationship alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

Each contractor and subcontractor shall furnish each week, in which any contract work is performed, to the subrecipient (owner) a payroll of wages paid to each of its employees engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained in the Records section below. Each payroll* submitted shall be accompanied by a Statement of Compliance* signed by the contractor or subcontractor or his/her agent who pays and supervises the payment of persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information noted above and that such information is true and complete,
- 2) That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in federal regulation(s), and
- 3) That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

*DOL WHD Form 347 (Attachment 2) is included as an example payroll and certification statement

Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the actual time worked therein, provided, that the employee's payroll records accurately set forth the time spent in each classification in which work is performed.

Whenever the minimum rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination classification or pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payment to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. Contributions made or cost reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions above as well as regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

2) Records

Payrolls and basic records shall be maintained by the contractor and each subcontractor for a period covering three years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work. Payrolls will include the name; his or her correct classification; hourly rates paid as wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis-Bacon Act; daily and weekly number of hours worked; deductions made; and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, **that the plan or program has been communicated in writing to the laborers or mechanics affected**, and records show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

3) Penalties and Withholding

Falsification of a payroll certification may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States code. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or delegated agent may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

The contractor or subcontractor shall make the payroll records required available for inspection, copying, or transcription by authorized representatives of the owner, DOE, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. Failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CR 5.12.

A breach of the these contract clauses or the clauses continued in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The governing body, shall upon its own actions or upon written request of an authorized representative of the Department of Labor withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics including apprentices, trainees, and helpers employed by the contractor and subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or a mechanic including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, the State or the Department of Labor may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

SPECIAL PROVISIONS

SECTION 102.05- USE OF DOMESTIC MATERIAL

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel (including miscellaneous items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America.

This applies to any iron or steel item brought onto the project, regardless of the percentage of iron or steel that exists in the pay item or in the final form they take; however, electrical components (i.e., combination products such as signal controllers and similar products which are only sold as a unit) are not subject to Buy America provisions if the product as purchased by the Contractor is less than 50% steel and iron. "Produced in the United States of America" means all manufacturing processes occur in one of the 50 United States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. "Manufacturing processes" are defined as any process which alters or modifies the chemical content, physical size or shape, or final finish of iron or steel material (such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating).

For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material to which the coating is applied. Non-iron and non-steel materials used in the coating process do not need to be produced in the United States as long as the application of the coating occurred in the United States. The manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing processes take place.

For the purposes of this provision, all steel or iron material meeting the criteria as produced in the United States of America will be considered as "Domestic Material." All iron and steel items not meeting the criteria as produced in the United States of America will be considered "Non-Domestic Material."

A minimal amount of "Non-Domestic" steel or iron material may be incorporated in the permanent work on a federal-aid contract provided that the cost of such materials or products does not exceed one-tenth of one percent of the Contract amount or \$2500, whichever is greater. The cost of the "Non-Domestic Material" is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered-to-site cost must include transportation, assembly, installation and testing.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and/or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America.

Any items containing foreign source steel or iron billet shall be considered "Non-Domestic Materials." Additionally, iron or steel ingots or billets produced in the United States, but shipped outside the United States of America for any manufacturing process and returned for permanent use in a project shall be considered "Non-Domestic Materials."

Waivers:

The process for receiving a waiver for Buy America provisions is identified in 23 CFR 635.410(c). The Contractor shall not anticipate that any Buy America provisions will be waived.

Certification of Compliance:

The Contractor is required to submit a Certificate of Compliance prior to incorporating any items containing iron or steel items into the project. This shall be accomplished by the Contractor submitting the following Certificate of Compliance to the Department when the items are delivered to the project site. The Certification of Compliance

will certify whether the items are considered “Domestic Material” or “Non-Domestic Material” as referenced in this Special Provision.

The certificate must be signed and dated by the Prime Contractor’s Superintendent and include a Buy America Submittal Number. The Buy America Submittal Number is simply the Contractor’s project specific sequential numbering system that will allow the Contractor and Department to track the total number of certificates provided and the individual items containing iron or steel associated with each certificate.

Supporting Documentation:

Supporting documentation to demonstrate compliance with Buy America provisions (such as mill test reports manufacturer/supplier certifications, etc.) shall be organized by Buy America Submittal Number and maintained by the Contractor from the date of delivery until three years after project acceptance. The Contractor may maintain this documentation electronically or in paper format.

The Department may review the Contractor’s supporting documentation to verify compliance with the Buy America provisions at any time. Supporting documentation shall be provided within five business days of the request. The burden of proof to meet the Buy America provisions rests with the Contractor. If the supporting documentation does not undeniably demonstrate to the Department that the “Domestic Materials” identified in the Certificates of Compliance were produced in the United States of America, then the Department may deduct payment from moneys due the Contractor for the value of the iron and steel that did not meet the Buy America provisions.

Attachment No. 1- Davis-Bacon Wage Determinations for Building

General Decision Number: VA20200171 02/07/2020

Superseded General Decision Number: VA20190171

State: Virginia

Construction Type: Building

Counties: Amherst, Bedford and Campbell Counties in Virginia.

Includes the independent cities of Bedford* and Lynchburg*

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at: www.dol.gov/whd/govcontracts .

Modification Number	Publication Date
0	01/03/2020
1	02/07/2020

* ASBE0024-006 04/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 36.53	16.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BOIL0045-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 32.72	25.26

BRVA0008-001 02/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 20.59	8.13

ENGI0147-019 11/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes 90 tons & over capacity; Tower & Climbing Cranes with Controls 100 ft. above ground.....	\$ 28.30	8.69%+8.15
Cranes under 90 tons.....	\$ 27.38	8.69%+8.15

IRON0005-010 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 31.15	20.63

PAIN0051-033 06/01/2018

	Rates	Fringes
PAINTER: Spray Only.....	\$ 25.06	9.76

SUVA2013-057 01/11/2016

	Rates	Fringes
BRICKLAYER.....	\$ 23.54	6.73
CARPENTER.....	\$ 14.81	2.19
ELECTRICIAN.....	\$ 21.78	9.31
IRONWORKER, REINFORCING.....	\$ 25.36	6.68
LABORER: Common or General, Including Pipelaying.....	\$ 12.40	1.68

LABORER: Mason Tender – Brick.....	\$ 13.41	3.15
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.32	0.00
OPERATOR: Backhoe/Excavator/Trackhoe....	\$ 16.24	0.87
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.95	4.03
OPERATOR: Bulldozer.....	\$ 16.00	0.00
OPERATOR: Forklift.....	\$ 19.40	7.00
OPERATOR: Loader.....	\$ 21.28	3.17
OPERATOR: Roller.....	\$ 16.25	4.88
PAINTER (Brush and Roller)....	\$ 20.01	0.00
PIPEFITTER.....	\$ 24.98	9.14
PLUMBER.....	\$ 21.15	3.92
ROOFER.....	\$ 16.17	3.73
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 18.38	3.30
TILE FINISHER.....	\$ 23.40	0.00
TILE SETTER.....	\$ 27.80	10.25
TRUCK DRIVER: Dump Truck.....	\$ 16.58	1.73

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is

a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.:1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS																		
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION								PROJECT OR CONTRACT NO.										
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS					
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect

the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

STEVEN BAILEY
PUBLIC WORKS BUILDINGS MAINTENANCE MANAGER
CITY OF LYNCHBURG
900 CHURCH STREET
LYNCHBURG, VA 24504
(434)455-4408
steven.bailey@lynchburgva.gov

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

STEVEN BAILEY, GERENTE DE MANTENIMIENTO DE EDIFICIOS DE
OBRAS PÚBLICAS CIUDAD DE LYNCHBURG, 900 IGLESIA CALLE
LYNCHBURG, VA 24504 TELÉFONO #: (434)455-4408

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV



City of Lynchburg
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between City of Lynchburg, and _____, a _____ corporation, with principal offices at _____ (“Company”), is entered into as of the date last written below (“the Effective Date”).

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference:

- 1. Attachment 1: Third Party Network Connection Agreement Terms and Conditions
- 2. Attachment 2 Network Connection Policy
- 3. Attachment 3: Third Party Connection Request - Information Requirements Document
- 4. Attachment 4: City of Lynchburg Non-Disclosure Agreement

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by Virginia law without regard to choice of law provisions. Any legal action filed by either party to this agreement arising out of the performance or non-performance of the terms of this agreement shall be filed in the courts of the City of Lynchburg, Virginia and in no other forum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

_____ (“Company”) City of Lynchburg (“City of Lynchburg”)

Authorized Signature

Authorized Signature

Name

Name

Date

Date



Attachment 1
THIRD PARTY CONNECTION AGREEMENT
TERMS AND CONDITIONS

Objective: To ensure that a secure method of connectivity is provided between City of Lynchburg and Company and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

Definition: "Network Connection" means one of the City of Lynchburg connectivity options listed in Attachment 2 of the Network Connection Policy.

1. Right to Use Network Connection. Company may only use the Network Connection for business purposes as outlined by the **Third Party Connection Request - Information Requirements Document** (Attachment 3).
2. City of Lynchburg-Owned Equipment.
 - 2.1 City of Lynchburg may, in City of Lynchburg's sole discretion, loan to Company certain equipment and/or software for use on Company premises. City of Lynchburg-Owned Equipment will only be configured for TCP/IP, and will be used solely by Company on Company's premises and for the purposes set forth in this Agreement.
 - 2.2 Company may modify the configuration of the City of Lynchburg-Owned Equipment only after notification and approval in writing by authorized City of Lynchburg personnel.
 - 2.3 Company will not change or delete any passwords set on City of Lynchburg-Owned Equipment without prior approval by authorized City of Lynchburg personnel. Promptly upon any such change, Company shall provide City of Lynchburg with such changed password.
3. Network Security.
 - 3.1 Company will allow only Company employees approved in advance by City of Lynchburg ("Authorized Company Employees") to access the Network Connection or any City of Lynchburg-Owned Equipment. Company shall be solely responsible for ensuring that Authorized Company Employees are not security risks, and upon City of Lynchburg's request, Company will provide City of Lynchburg with any information



reasonably necessary for City of Lynchburg to evaluate security issues relating to any Authorized Company Employee.

- 3.2 Company will promptly notify City of Lynchburg whenever any Authorized Company Employee leaves Company's employ or no longer requires access to the Network Connection or City of Lynchburg-Owned Equipment.
- 3.3 Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection (and Company's use of City of Lynchburg-Owned Equipment) is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.
4. Notifications. Company shall notify City of Lynchburg in writing promptly upon a change in the personnel providing the work performed over the Network Connection or whenever in Company's opinion a change in the connection and/or functional requirements of the Network Connection is necessary.
5. Payment of Costs. The requesting party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.
6. DISCLAIMER OF WARRANTIES. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO THE COMPANY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL THE CITY OF LYNCHBURG BE LIABLE TO THE COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY



ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8. Confidentiality. The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the other's technology and products that are confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information (Freedom of Information Act laws apply). The disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.

9. Term, Termination and Survival. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement. Sections 5, 6, 7, 8, 10.1 and 10.2 shall survive any termination of this Agreement.



10. MISCELLANEOUS.

- 10.1 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 10.2 Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 10.3 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 10.4 Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any Transaction or any Document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.



Attachment2 NETWORK CONNECTION POLICY

Purpose: To ensure a secure method of network connectivity between City of Lynchburg and all third parties and to provide a formalized method for the request, approval and tracking of such connections.

Scope: External company data network connections to City of Lynchburg can create potential security exposures if not administered and managed correctly and consistently. These exposures may include non-approved methods of connection to the City of Lynchburg network, the inability to shut down access in the event of a security breach, and exposure to hacking attempts. Therefore, all external company data network connections will be via a VPN provided by the City of Lynchburg. This policy applies to all new Third Party Network Connection requests and any existing Third Party Network Connections. When existing Third Party Network Connections do not meet all of the guidelines and requirements outlined in this document, they will be re-engineered as needed or terminated, at the sole discretion of the City of Lynchburg.

Definitions: A "Network Connection" is defined as one of the connectivity options listed in Section B. below. "Third Parties" is defined as City of Lynchburg Partners, Vendors, Suppliers and such other entities as the State, other localities, Courts, etc.

A. Third-Party Connection Requests and Approvals

All requests for Third Party connections must be made using the appropriate method based on the support organization. A request to the City of Lynchburg's Help Desk (434) 401-HELP will initiate the process. After the MOU has been submitted the City of Lynchburg will process for approvals or further discussions required for approval or denial.

The required information is outlined in the **Third Party Connection Request - Information Requirements Document** (See Attachment 3 of this document). All information requested on this form must be completed prior to approval and sign off. It is Company's responsibility to ensure that Company has provided all of the necessary information and that such information is correct.

All Third Party connection requests must have a City of Lynchburg IT Director's signature for approval. In some cases approval may be given at a lower level with pre-authorization from the City of Lynchburg's IT Director. Also, all Third Parties requesting a Network Connection must complete and sign a City of Lynchburg Non-Disclosure Agreement (Attachment 4).



As a part of the request and approval process, an authorized representative of the Company will be required to read and sign the "Third Party Connection Agreement" and any additional documents, such as the City of Lynchburg Non-Disclosure Agreement.

B. Connectivity Options

The only connectivity option for providing a Third Party Network Connection is via the City's VPN. Anything that deviates from this standard method must have a waiver sign-off by the City of Lynchburg IT Director. Encrypted tunnels should be terminated on the Partner's Network whenever possible. In certain circumstances, it may be required to terminate an encrypted tunnel on the targeted subnet, in which case the normal City of Lynchburg perimeter security measures will control access to the City's internal devices.

C. Services Provided

In general, services provided over Third Party Network Connections should be limited only to those services needed, and only to those devices (hosts, routers, etc.) needed. **Blanket access will not be provided for anyone.** The default policy position is to deny all access and then only allow those specific services that are needed and approved by City of Lynchburg pursuant to the established procedure.

In no case shall a Third Party Network Connection to City of Lynchburg be used as the Internet connection for the Third Party.

The standard set of allowable services are listed below:

File Exchange via ftp – Where possible, file exchange via ftp should take place on the existing City of Lynchburg ftp servers.

Electronic Mail Exchange – Business-related email exchange between City of Lynchburg and Third Parties may be conducted over the Network Connection as needed. Mail from Third Party sites to non-City of Lynchburg addresses will not be allowed over the Network Connection.

Telnet Access – Telnet access will be provided to specific City of Lynchburg hosts, as needed. Employees from Third Parties will only be given accounts on the specific City of Lynchburg hosts that are needed. Where possible, router ACLs and static routes will be used to limit the paths of access to other internal City of Lynchburg hosts and devices. NOTE: NIS accounts and Directory Services are not to be established for employees of Third Parties who have accounts on City of Lynchburg hosts.



Web Resource Access – Access to internal web resources will be provided on an as-needed basis. Access will be provided by mirroring the appropriate web resources to a web server that resides on the Partners Network. Access to City of Lynchburg’s public web resources will be accomplished via the normal Internet access for the Third Party.

Access to Source Code Repositories This access will be decided on case by case basis.

SQL*Net Access – This will be decided on a case by case basis.

ERP Access – This will be decided on a case by case basis.

E. City of Lynchburg Equipment at Third Party Sites

In some cases it may be necessary to have City of Lynchburg-owned and maintained equipment at a Third Party site. All such equipment will be documented on the Third Party Connection Request – Information Requirements Document. Logical and physical access to network devices such as routers and switches will only be provided to City of Lynchburg support personnel and not withheld when requested. All City of Lynchburg-Owned Equipment located at Third Party sites must be used only for business purposes. Any misuse of access or tampering with City of Lynchburg-provided hardware or software, except as authorized in writing by City of Lynchburg, may, in City of Lynchburg’s sole discretion, result in termination of the connection agreement with the Third Party as well as possible grounds for damages. If City of Lynchburg equipment is loaned to a Third Party, the Third Party will be required to sign an appropriate City of Lynchburg Equipment Loan Agreement, if one is required

F. Protection of Company Private Information and Resources

The City of Lynchburg network support group responsible for the installation and configuration of a specific Third Party Connection must ensure that all possible measures have been taken to protect the integrity and privacy of City of Lynchburg confidential information.

Security of Third Party Connections will be achieved by implementing “Access Control Lists” on the routers to which the Third Party sites are connected. The ACLs will restrict access to pre-defined hosts within the internal City of Lynchburg network. The ACLs will be determined by the appropriate support organization. A set of default ACLs may be established as a baseline.

Enable-level access to City of Lynchburg-owned/maintained routers on Third Party premise will only be provided to the appropriate support organization. All other business personnel (i.e. Partner Site local technical support personnel) will have restricted



access/read-only access to the routers at their site and will not be allowed to make configuration changes.

G. Audit and Review of Third Party Network Connections

All aspects of Third Party Network Connections - up to, but not including Company's firewall, will be monitored by the City of Lynchburg network support group. Nightly audits will be performed on all City of Lynchburg-owned/maintained Third Party router/network device configurations and the output will be mailed to the City of Lynchburg network support group. Any unauthorized changes will be investigated immediately.

All Third Party Network Connections will be reviewed on a quarterly basis and information regarding specific Third Party Network Connection will be updated as necessary. Obsolete Third Party Network Connections will be terminated.

H. City of Lynchburg IT Security Personnel

City of Lynchburg IT Security personnel have the responsibility for maintaining related policies and standards. IT Security personnel will also provide advice and assistance regarding judgment calls, and will facilitate information gathering in order to make a correct decision. Global coordination of confidentiality and non-disclosure agreements with all third parties is also the responsibility of City of Lynchburg IT Security personnel.

I. City of Lynchburg Enterprise Network Services

The Network Services Group is responsible for all global firewall design, configuration and engineering required for support of the Network.



Attachment 3
THIRD PARTY CONNECTION REQUEST - INFORMATION
REQUIREMENTS DOCUMENT

In accordance with the Network Connection Policy, all requests for Third Party Network Connections must be accompanied by this completed Information Requirements Document. This document should be completed by the City of Lynchburg person and the 3rd Party requesting the Network Connection.

A. Contact Information

Requester Information

- Name:
- Department Number:
- Manager's Name:
- Director's Name:
- Phone Number:
- Email Address:

Technical Contact Information

- Name:
- Department:
- Manager's Name:
- Director's Name:
- Phone Number:
- Pager Number:
- Email Address

Back-up Point of Contact:

- Name:
- Department:
- Manager's Name:
- Director's Name:
- Phone Number:
- Pager Number:
- Email Address

B. Problem Statement/Purpose of Connection

What is the desired end result? Company must include a statement about the business needs of the proposed connection.



C. Scope of Needs (In some cases, the scope of needs may be jointly determined by the supporting organization and the Third Party.)

- What services are needed? (See Section D. of Network Connection Policy)
- What are the privacy requirements (i.e. do you need encryption)?
- What are the bandwidth needs?
- How long is the connection needed?
- Future requirements, if any.

D. Third Party Information

- Third Party Name
- Management contact (Name, Phone number, Email address)
- Location (address) of termination point of the Network Connection (including building number, floor and room number)
- Main phone number
- Local Technical Support Hours (7X24, etc).
- Escalation List
- Host/domain names of the Third Party
- Names (Email addresses, phone numbers) of all employees of the Third Party who will use this access. If not appropriate to list the names of all employees, then provide a count of the number of employees who will be using the connection.

E. What type of work will be done over the Network Connection?

- What applications will be used?
- What type of data transfers will be done?
- How many files are involved?
- What are the estimated hours of use each week? What are peak hours?

F. Are there special services required? What internal City of Lynchburg services are needed?

G. Is a backup connection needed? (e.g., are there any critical business needs associated with this connection?)

H. What is the requested installation date? (Minimum lead-time is 60 days)

I. What is the approximate duration of the Third Party Network Connection?

J. Has a Non-Disclosure Agreement been sign with the Third Party or the appropriate employees of the Third Party?

K. Are there any exiting Network Connections at City of Lynchburg with this company?



L. Other useful information



Attachment 4
CITY OF LYNCHBURG – NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between City of Lynchburg in Lynchburg, VA, and _____ (“COMPANY”), with principal offices in _____.

WHEREAS, City of Lynchburg is providing system access to documents and files on the City’s network for the purpose of doing business with the City or for the City.

I understand the following with respect to any documents, or information therein, that are provided by the City to me, or which come into my possession pursuant to the COMPANY’s work for the City:

- A. These documents may be considered Sensitive Security Information ("SSI") under applicable federal regulations;
- B. These documents may be protected from disclosure under the federal Freedom of Information Act and the Virginia Freedom of Information Act.
- C. These documents are considered by the City to contain information that is vital to the security and safe operation of the City of Lynchburg (including network configuration information), whether or not these documents are otherwise classified by any other entity or law as containing such information.
- D. These documents are considered by the City to possibly contain information that is commercially or financially sensitive or which is a trade secret.

I agree to the following with respect to any documents, or information therein, that are provided by the City to me, or which come into my possession pursuant to the COMPANY’s work for the City:

- A. I will safeguard these documents and the information therein, to prevent inadvertent disclosure of them by keeping the documents under the control of authorized persons, when in use, and stored the documents in a secure container, such as a locked desk, file cabinet or locked room when not in use;
- B. I will not release these documents, or the information therein, to any party, company, person, organization or entity for any reason that does not expressly serve the COMPANY’s obligations to the City under its contract with the City, as determined by the COMPANY’s employee with appropriate supervisory and decision-making authority;
- C. I will not release these documents, or the information therein, pursuant to the request under the Freedom of Information Act without affording the City the opportunities under those laws to protect these documents from disclosure;
- D. I will notify the City if a request is made for these documents, or the information therein; and
- E. I shall return, or destroy, these documents following the completion of the agreed upon contract



- F. I further understand that the City may seek appropriate legal remedies for any violation of my agreements here.
- G. Some of the documents and information provided to the Company by the City under the third party network connection may enjoy copyright protection and cannot be used for other purposes without the express written consent of the City of Lynchburg. It is the Company's responsibility to obtain written permission from the City before reusing any copyrighted materials.

2021-025 Access Control and Security System Installation, Upgrades, and Maintenance Bid Form
Attachment C

CITY HALL PROJECT				
Item #	Item	Quantity	Unit Cost	Total Line Item Cost (Quantity X Unit Cost)
1	LifeSafety dual voltage power supplies (FP075/150-D8E4S)	4		
2	Bosch Battery 12V 7 AH (D126)	9		
3	Middle Atlantic Economical Sectional Rack (EWR-10-22SD)	1		
4	Software House Ultra GCM (USTAR-GCM)	1		
5	Software House Ultra ACM SE 8 reader controller (USTAR-ACM-SE)	1		
6	Software House R8 Output boards (AS0074-000)	3		
7	Software House Edge 2 door controllers (ESTAR002-POE1)	3		
8	HID Signo 40 multi-class readers (40KNS-00-000000)	11		
9	Magnasphere door contacts (MSS-20CL)	9		
10	Bosch Request-to-Exit motion sensors (DS160)	8		
11	STI pneumatic "Push to Exit" button (SS2408PX-EN)	1		
12	Dormakaba Dual Electronic Surface Minimag (8372X28)	1		
13	Sargent rigged handle with key override exterior trim mounted (SA/814-MAL-US10)	7		

14	HES 9600 electronic strikes (9600-630)	7		
15	FARGO Color Printer Ribbon Dual Sided Color RBN D4500 YMCKOK500	1		
16	Cleaning Kit for the DTC1000, DTC4000, DTC4500	1		
17	48-bit HID Global Corporate 1000 cards	1,750		
18	One (1) hour of onsite training as specified in the IFB	1		
19	Lump Sum for labor, installation, all related cabling and wires, configuration, and system testing for the City Hall project			
SUBTOTAL OF THE CITY HALL PROJECT:				

LYNCHBURG POLICE DEPARTMENT/WEST BUILDING PROJECT				
Item #	Item	Quantity	Unit Cost	Total Line Item Cost (Quantity X Unit Cost)
20	LifeSafety dual voltage power supply (FP075/150-D8E4S)	1		
21	Bosch Battery 12V 7 AH (D126)	3		
22	Middle Atlantic Economical Sectional Rack (EWR-10-22SD)	1		
23	Software House C•CURE 9000-Series L Bundled Tower System (CC9000B/L-T-NM) Includes C•CURE 9000 Series L software pre-installed on a Dell small form factor PC. Incldues MS Windows 10 Professional, 64-bit and SQL Express. Includes Software House Series L Software Licensing for 16 card readers. (Monitor not included)	1		
24	Software House Ultra GCM (USTAR-GCM)	1		
25	Software House Ultra ACM SE 8 reader controller (USTAR-ACM-SE)	2		
26	HID Signo 20 multi-class mullion readers (20NKS-00-000000)	11		
27	Magnasphere door contacts (MSS-20CL)	11		
28	Bosch Request-to-Exit motion sensors (DS160)	11		
29	FARGO Color Printer Ribbon Dual Sided Color RBN D4500 YMCKOK500	1		
30	Cleaning Kit for the DTC1000, DTC4000, DTC4500	1		
31	One (1) hour of onsite training as specified in the IFB	1		
32	Lump Sum for labor, installation, all related cabling and wires, configuration, and system testing for the Lynchburg Police Department/West Building project			
SUBTOTAL OF THE POLICE DEPT/WEST BLDG PROJECT:				

LYNCHBURG FIRE ADMINISTRATION BUILDING PROJECT				
Item #	Item	Quantity	Unit Cost	Total Line Item Cost (Quantity X Unit Cost)
33	LifeSafety dual voltage power supply (FP075/150-D8E4S)	1		
34	Bosch Battery 12V 7 AH (D126)	3		
35	Middle Atlantic Economical Sectional Rack (EWR-10-22SD)	1		
36	Software House Ultra GCM (USTAR-GCM)	1		
37	Software House Ultra ACM SE 8 reader controller (USTAR-ACM-SE)	1		
38	HID Signo 40 multi-class readers (40NKS-00-000000)	4		
39	Magnasphere door contacts (MSS-20CL)	4		
40	Bosch Request-to-Exit motion sensors (DS160)	4		
41	HES 1600 electronic strikes (1600-CS-630)	2		
42	Von Duprin rigged handle with key override exterior trim mounted (VD/996L-NL-06-R-26D-LHR)	1		
43	HES 9600 electronic strike (9600-630)	2		
44	Lump Sum for labor, installation, all related cabling and wires, configuration, and system testing for the Fire Administration Building project			
SUBTOTAL OF THE LYNCH. FIRE ADMIN. BLDG PROJECT:				

SUBTOTAL OF THE CITY HALL PROJECT:	
SUBTOTAL OF THE POLICE DEPT/WEST BLDG PROJECT:	
SUBTOTAL OF THE LYNCH. FIRE ADMIN. BLDG PROJECT:	
TOTAL BASE BID:	

HOURLY RATES FOR WORK & REPAIRS FOR ONGOING MAINTENANCE SERVICES

THESE RATES/AMOUNTS SHALL NOT BE INCLUDED AS PART OF THE TOTAL BASE BID

Technical Systems Engineer Labor Rate \$_____ per hour for straight time

Technical Systems Engineer Labor Rate \$_____ per hour for overtime

Technical Systems Specialist Labor Rate \$_____ per hour for straight time

Technical Systems Specialist Labor Rate \$_____ per hour for overtime

*Straight time is considered to be during normal City business hours 8:30 a.m.-5:00 p.m. Monday - Friday

*Overtime is considered to be any hours worked outside of normal business hours and on

City Holidays and weekends