



CITY OF DANVILLE

Carol G. Henley, Director of Purchasing

P.O. Box 3300
Danville, VA 24543

427 Patton Street, Rm 304
Danville, VA 24541

Phone: 434.799.6528 | Fax: 434.799.5102 | Email: purchasing@danvilleva.gov

REQUESTS FOR PROPOSALS

Proposal No **RFP 24-25-110**

Title: "New Design Substation 125V Battery System"

Pre-Bid Meeting: A Pre-Bid Meeting will not be held for this project.

Last Day for Questions: Email questions to purchasing@danvilleva.gov by no later than 5:00 PM, May 7, 2025.

Proposal Closing Date: Sealed proposals shall be accepted no later than May 21, 2025, by 4:00PM.

Mail or Hand-Deliver to:
Purchasing Department
427 Patton Street, Room 304
Danville, VA 24541

Electronic bids will be accepted on eVA (www.eva.virginia.gov)

Direct Bidding Procedures
Inquiries to: Carol Henley, Director of Purchasing
(434) 799-6528
purchasing@danvilleva.gov

Project Owner: Jason Grey, Director of Utilities, greyjc@danvilleva.gov

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1.0 **SCOPE OF WORK**

The work shall include furnishing a 125 VDC Battery, Battery Rack, 125 VDC Battery Charger, and Spill Containment System according to the specifications found in Section 3.

1.1 **Submit invoice(s) to:**

City of Danville
Accounts Payable
PO Box 3300
Danville, VA 24543
Attention : Support Services, Danville Utilities

1.2 **Deadline**

Sealed Proposals shall be submitted no later than **May 21, 2025 at 4:00 PM** to:

**City of Danville
Purchasing Department
Attn.: Carol Henley
427 Patton Street, Room 304
Danville, VA 24541**

Bids will not be accepted both electronically and on paper. The bid with the latest time stamp received prior to the due date and time will be evaluated for each Bidder.

2.0 **SUPPLEMENTAL GENERAL CONDITIONS**

2.1 **Award Criteria**

2.1.1 The award will be made to the proposal conforming to the RFP and will be most advantageous to the City. Price, Technical recommendation, and other factors considered such as delivery time, quality, operating and maintenance cost, service, resale value, etc.

2.1.2 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

2.2 **Authority**

2.2.1 The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

2.2.2 This procurement process, including withdrawal of proposals and appeals or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, PO Box 3300, Danville, VA 24543.

2.3 **Method of Bid Submission**

2.3.1 Proposals will not be accepted both electronically and on paper. Each supplier must choose only one method of submission to avoid any confusion or duplication of entries. **The latest dated and time stamped proposal will be the only proposal accepted and evaluated.** No proposal may be considered if received after the time shown on the title page. The allowable methods for submitting are electronic and paper submission.

2.3.2 Paper Submission: Proposals must be written in ink or typewritten. Unsigned or qualified bids will not be accepted. Envelopes must be sealed and marked in the lower left-hand corner **RFP 24-25-110 “New Design Substation 125 V Battery System”** and submitted to the office indicated on the title page.

2.3.3 Electronic Submission: Suppliers who choose to submit their proposals electronically must ensure that they are registered on eVA at www.eva.virginia.gov. Solicitations can be found under the Business Opportunities Tab > Virginia Business Opportunities (VBO). Search RFP 24-25-110. When addenda are issued, suppliers that have submitted an electronic response will have to RESUBMIT their response to the latest version of the solicitation.

2.3.4 Suppliers are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Supplier's risk. Erasures or other changes must be initialed by the person signing the bid.

2.3.5 Suppliers must be registered in eVA if the local public body is:

- A. Accepting electronic AND paper responses
- B. Awarding to a supplier that has submitted a paper response
- C. Posting award actions in eVA

There is no cost for eVA registration

2.4 **Proposals Binding 60 Days**

Unless otherwise specified all formal Proposals submitted shall be binding for sixty (60) calendar days following submission date.

2.5 **Enforcement**

This Agreement and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

2.6 **Interpretation**

2.6.1 If any person contemplating the submission of a proposal on this invitation is in doubt as to the true meaning of any part of the plans, specification, or other document, he should submit a written request for an interpretation thereof to the Director of Purchasing. An interpretation of the proposal invitation document will be made only by written addendum issued to each potential Offeror.

THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF PROPOSAL INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH.

2.6.2 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

2.7 **Patents**

The Vendor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

2.8 **Prices**

2.8.1 All prices are based on delivery to the destination designated in the RFP including packing charges. Any discounts for payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation.

2.8.2 Unless lump sum is specifically requested, unit and extended prices should be given. Failure to do so may cause proposal to be rejected. In all cases, the unit price shall govern.

2.9 **Performance**

In case of default by the Vendor, the City may procure the commodity or services from other sources and hold the Vendor responsible for any excess costs occasioned thereby.

2.10 **Specifications and Product Description**

Any available printed material or literature which describes the product being offered for sale shall be included with the proposal.

2.11 **Taxes**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

2.12 Vendor's Relationship to the City

2.12.1 Independent Contractor

It is expressly agreed and understood that the Vendor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Vendor, but the method to be employed to accomplish the work shall be the responsibility of the Vendor.

2.12.2 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

2.12.3 Payments to Subcontractors

a. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor.

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributed to the work performed by the subcontractor under that contract; or

2. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal identification numbers.

c. The contractor shall pay interest 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 of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.

d. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

2.12.4 **Novation**

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

2.13 **Drug Free Workplace**

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

- a. Provide a drug-free workplace for the vendor's employees.
- b. 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 vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a vendor 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.

2.14 **Indemnification**

The Vendor shall indemnify the City, its agents, officers, and employees, against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Vendor or Vendor's subcontractors. Vendor shall procure and maintain, at Vendor's own cost and expense, any additional kinds and amount of insurance that, in Vendor's own judgment, may be necessary for Vendor's proper protection in the prosecution of the work.

b. The Vendor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be

rendered against the City, and/or its officers, agents, and employees, in any such action, the Vendor shall, at his own expense, satisfy and discharge the same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Vendor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Vendor. The Vendor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Vendor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Vendor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

2.15 **Insurance**

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Vendor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard

Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

d. Umbrella Policy: At the option of the Vendor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

2.16 **Equal Employment:**

During the performance of the contract, the vendor agrees as follows:

a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Vendor, in solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such vendor is an equal opportunity employer.

d. 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

e. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

f. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

g. The contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ and unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Virginia Title 13.1 or Title 50 or as otherwise required by law.

A contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

3.0 **SPECIFICATIONS**

A. Battery:

This section covers furnishing one (1) complete 125-volt lead-acid substation battery system.

Battery type: The battery will be lead-calcium, lead-calcium-tin, or lead-selenium stationary type with sixty (60) individually packaged units with a nominal voltage of two volts (2V), furnished in transparent glass or plastic containers. Alternately, multi-cell jars may be furnished.

Battery Accessories: The batteries will be shipped with the following accessories:

- a) Lead plated copper intercell connectors to provide not less than ½ inch between cells.
- b) Lead coated interrack connectors for the battery.
- c) Stainless steel connector bolts and nuts.
- d) Solderless terminal lugs for one cable per polarity sized as recommended by the battery manufacturer.
- e) Cell lifting facilities.
- f) NO-OX-ID grease.
- g) One set of numerals (one numeral per cell) suitable for permanent attachment to the cells.
- h) Terminal block for #6 to #2/0 AWG external load cables.

AMP Hour Rating: The minimum rating for the cells will be 250 amp-hours with the following considerations listed below.

Cell Capacity: The nominal 8 hour, 77°F battery cell capacity final discharge voltage will be 1.75 volts.

Charging: The batteries will be capable of receiving Float voltage charging with recovery of 90 percent of 8 hour capacity in not more than 15 hours, and not less than 8 hours.

Manufacture Date: The date of manufacture will be within 3 months of the shipping date and will be clearly shown on the battery cells with a permanent label.

Electrolyte Fill Date: The initial electrolyte fill date for the batteries will be within 30 days of the shipping date and clearly shown on the battery cells with a permanent label.

B. Battery Rack

The battery rack will be a two or three step type furnished to fit the proposed battery and battery room dimensions of 6.5' x 11'.

The battery rack will be constructed of steel with bracing to eliminate all sagging or movement after installation of batteries. Racks shall be designed and built per the applicable seismic zone and associated requirements of the International Building Code (IBC) published by the International Code Council (ICC) and per the latest revision of IEEE Standard 693. The racks will be fitted with rubber insulators to prevent the cells from coming in contact with the metal. The rack will be fully painted before assembly with two coats of electrolyte resistant paint in ANSI-61 light gray color. The rack design will support the battery in such a way that the cells are easily accessible for maintenance and replacement. Insulated battery hold-downs will also be supplied.

In accordance with the National Electrical Safety Code (NESC), battery rack shall have provision for bonding to grounding system.

All necessary hardware required for mounting to a concrete floor shall be provided.

C. Battery Charger:

This section describes one (1) indoor charger to be housed inside the control building. The charger will be sized to supply the battery system described above and to carry a continuous load of 25 amperes.

The charger will be constant voltage filtered output current limited type. It will be designed and sized for float charging of the specific batteries installed in the control house with all necessary brackets and hardware required for wall mounting.

The battery charger will have the following ratings and features:

- a) Minimum 25 ampere DC output rating.
- b) 240-volt, 60 Hz AC input power with the surge suppression that meets IEEE 472 and ANSI 37.90A.
- c) 130-volt DC nominal output voltage.
- d) Output DC circuit breaker and surge suppressors.
- e) Manual high rate (equalize charge) with reset timer.
- f) Output voltage regulation shall be $\pm 0.25\%$ from 0 to 100% load with simultaneous $\pm 10\%$ input voltage variation except during maximum equalization.
- g) Output voltage filtered to $\pm 0.5\%$ RMS voltage ripple maximum.
- h) Automatic current limiting protection.
- i) Reverse battery protection.
- j) Battery eliminator feature.
- k) Adjustable low battery voltage alarm with adjustable time delay and lamp and relay contact output.
- l) 2% accuracy DC voltmeter and ammeter.
- m) AC power indicator.
- n) High rate indicator.
- o) Output voltage range adjustment 80% - 120% of nominal DC.
- p) Loss of AC alarm relay.
- q) Ground detection alarm.
- r) Rectifier failure alarm
- s) Adjustable high-low DC voltage alarm relay, with 0-90 second adjustable time delay.
- t) All alarms shall be equipped with normally-open contacts for use by customer remote monitoring equipment.
- u) Communications module with DNP 3.0 protocol and RJ-45 ethernet port.
- v) Ground bus bar.
- w) Self-diagnostics.

- x) Operating temperature 0°F to 122°F without derating.
- y) A redundant analog circuit for LVDC alarm independent of microprocessor.
- z) Redundant control loops for higher reliability.

Charger shall be EnerSys Type AT Microprocessor Controlled Rectifier AT10.1 or approved equal.

D. Battery Spill Containment System

A system for the capture, absorption, and neutralization of corrosive acid or caustic base electrolyte for the battery proposed shall be supplied with features as outlined under Article 64, Section 6401.99.1 as adopted by the UBC, UFC, NFPA & OSHA building standards.

The spill containment shall be furnished that is 4” – 6” larger than the footprint of the proposed battery rack configuration and suitable for the application.

Spill containment system physical footprint shall exceed the size of the footprint of the battery rack so that any spills or leaks will be contained.

Spill containment system shall contain, absorb, and neutralize any battery spills and leaks.

Walls and liners shall be corrosion resistant.

Spill containment systems shall be shipped with all materials and components needed for a complete installation, except hand tools.

4.0 **SHIPPING**

The Battery, Rack, Charger, and Spill Containment shall be delivered concurrently. All components shall be shipped ready to be assembled complete with all required assembly hardware to the owner's warehouse. The Shipping address is:

Danville Utilities Warehouse
Attention: Keith Daniel
864 Monument St.
Danville, VA 254541

5.0 **WARRANTY**

All equipment will include at least a full five-year manufacturer's warranty that the equipment will be of good workmanship and quality, free from defects in design, workmanship, and materials and the manufacturer will replace or repair in the field any material found to be defective at the manufacturer's expense. **WARRANTY period shall not commence until substation is placed in service.**

6.0 **PROPOSAL REQUIREMENTS**

<u>Bid Schedule No. 1</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
125 VDC Battery	1	\$ _____	\$ _____
Battery Rack	1	\$ _____	\$ _____
125 VDC Battery Charger	1	\$ _____	\$ _____
Spill Containment System	1	\$ _____	\$ _____
Freight	1	\$ _____	\$ _____
Total 125 VDC Battery		\$ _____	\$ _____

**Total delivery time (weeks) _____ Warranty (years) _____

Manufacturer: Battery _____ Charger _____

Prices shall include delivery of materials and equipment by truck F.O.B. substation site, 864 Monument St., Danville, VA 24541 assuming unloading by the Purchaser.

The prices of the materials and equipment set forth herein shall include the cost of delivery to the site at the Materialman's risk. The time of delivery shall be as follows:

- a) Approval Drawings _____
(weeks)*
- b) Final Drawings** _____
(weeks)*
- c) Delivery** _____
(weeks)*

**Number of consecutive calendar weeks after receipt of a written order.*

***Allow two (2) weeks for receipt and return of Approval Drawings.*

Proposal shall include the following:

- a) Catalog numbers, manufacturer, ratings, characteristics, types, sizes, etc., of all materials and equipment included. A simple statement that all necessary materials and equipment will be provided is not satisfactory.
- b) Physical size of proposed components and mounting requirements.
- c) Prices shall include the cost of delivery to the warehouse site.

Receipt of approval drawings by the Materialman constitutes authorization for manufacture predicated upon the drawings and corrections found thereon. After the return of approval drawings, release for shipment is to be granted by the Engineer based upon the manufacturer's compliance with the following:

- a) Notification of at least seven days prior to tests, so the Engineer may have a representative present to witness the tests.
- b) Furnishing of the requested number of copies of the final drawings as called for in the specifications.
- c) Thirty (30) days' notification of tentative shipping schedule and forty-eight (48) hours' notification prior to all deliveries.

Title to the materials and equipment shall pass to the Purchaser upon delivery to the point specified herein.

This Proposal is made pursuant to the provisions of the Notice to Bidders and Specifications, and the Materialman agrees to the terms and conditions thereof.

The Materialman warrants the accuracy of all statements contained in the Materialman's Proposal, and agrees that the Purchaser shall rely upon such accuracy as a condition in the event that this Proposal is accepted.

The Materialman warrants that the Materials will conform to the performance data and guarantees which are included.

The following Exceptions/Clarifications to the Specifications are applicable to the materials proposed:

Proposal / Specification Reference	Exception

Non-Collusive Bid Certification: By the submission of this bid, the Materialman certifies that:

- a) The bid has been arrived at by the Materialman independently and has been submitted without collusion with any other manufacturer of materials, supplies, or equipment of the type described in the Notice to Prospective Bidders or the Specifications.
- b) The contents of the bid have not been communicated by the Materialman or, to his best knowledge and belief, by any of his employees or agents to any person not an employee or agent of the Materialman, and will not be communicated to any person prior to the official opening of the bid.

If, in submitting this Proposal, the Materialman has made any change(s) from the Specifications to offer an alternate proposal(s), the Materialman understands that the Purchaser may evaluate the

effect of such change as it sees fit, or may exclude the Proposal from consideration in determining the award of the Purchase Order.

The undersigned Proposer acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

CONTRACTOR: _____ DATE: _____

ADDRESS: _____ PHONE: _____

FAX #: _____ Email _____

Signature: _____

(Signed)

Signature: _____

(Printed or Typed)

Title: _____

City of Danville Business License # _____

Federal Tax # _____

Registered as a contractor under Chapter 175E, Section 4539(117), Code of Virginia as amended by Chapter 404, Act of Assembly, 1944, Certificate No. _____.

Virginia SCC registration No. _____