

BID PROPOSAL AND CONTRACT DOCUMENTS

LIBRARY COURIER SERVICES

BID# G00121



June 30, 2021

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ADVERTISEMENT FOR BIDS

PROJECT: LIBRARY COURIER SERVICES

City of Staunton, Virginia

DATE DUE: July 22, 2021, 2:00 P.M.

BID # G00121

The City of Staunton, Virginia, (hereinafter called the “City”, or “**Public Body**”) will receive sealed Bids for the furnishing of all labor, materials, supervision, and equipment necessary to complete above titled project at the City’s Purchasing Agent’s Office, located at 116 W. Beverley Street, City Hall, Third Floor, until **2:00 pm local time on July 22, 2021**, at which time the Bids will be publicly opened and read aloud.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED.

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail to:

**City of Staunton
Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
Phone: (540) 332-3819**

Overnight To:

**City of Staunton
Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24402-0058
Phone: (540) 332-3819**

The work for which bids are to be submitted consists of courier services between the libraries of the City of Staunton, the City of Waynesboro, and the County of Augusta.

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request for interpretation. Every request for such interpretation should be emailed to skrobissa@ci.staunton.va.us. All questions must be received no later than **July 12, 2021 by 1:00 P.M.**

Questions will be answered in Addendum format and posted at the City of Staunton website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the Virginia State Procurement site (eVA) <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **July 13, 2021 by 5:00 P.M.**

Contractor State Corporation Commission (SCC) registration in accordance with Title 2.2 Chapter 43, Code of Virginia is required.

The envelopes containing the Bids must be sealed, addressed to the **City of Staunton, City Purchasing Agent's Office, Staunton, Virginia 24401**, and marked as Bid for the **LIBRARY COURIER SERVICES**.

The bidder shall include in its Bid the following notation:

“State Corporation Commission Registration No. _____” (issued to contractor by the SCC)

The Bid shall remain subject to acceptance for sixty (60) days.

The City reserves the right to reject any and all Bids and to waive any minor non-substantive errors in the Bid.

Withdrawal of Bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The City of Staunton does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.

BID DEADLINES

Invitation to Bid Posted	June 30, 2021
Questions Submission Deadline	July 12, 2021 by 1:00 p.m.
Addenda and Questions & Answers Posted	July 13, 2021 by 5:00 p.m.
Bid Submission Deadline	July 22, 2021 by 2:00 p.m.

END OF ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

1. SCOPE OF PROJECT

The Cities of Staunton and Waynesboro and the County of Augusta are seeking proposals from qualified firms to provide courier services between their respective libraries for the purpose of picking up and delivering books on loan to and from each location on specified days and times.

2. SPECIFIC REQUIREMENTS

- a. To ensure all locations are covered, courier will make a complete round-trip circuit, five days a week, Monday, Tuesday, Wednesday, Thursday, and Friday, except holidays and closings. Sample round trips might be as follows:

Monday:	Staunton Public Library	Fishersville Main Library	Waynesboro Public Library	Fishersville Main Library	Churchville Branch Library	Staunton Public Library
Tuesday:	Staunton Public Library	Fishersville Main Library	Waynesboro Public Library	Weyer's Cave Library Station	Stuart's Draft Library Station	Staunton Public Library
Wednesday :	Staunton Public Library	Fishersville Main Library	Waynesboro Public Library	Fishersville Main Library	Churchville Branch Library	Staunton Public Library
Thursday:	Staunton Public Library	Fishersville Main Library	Waynesboro Public Library	Weyer's Cave Library Station	Stuart's Draft Library Station	Staunton Public Library
Friday:	Staunton Public Library	Fishersville Main Library	Waynesboro Public Library			Staunton Public Library

- b. Courier run shall be between 9:00 a.m. and 2:00 p.m. on each day, with complete round-trip to be completed within that timeframe.
- c. Courier shall be responsible for ensuring back-up service so that all days are covered.
- d. Billing for services shall be divided equally between Staunton, Fishersville and Waynesboro for the Monday – Friday routes per the price bid on Bid Item #1. Augusta County shall be billed separately for the additional routes on Monday, Tuesday, Wednesday and Thursday per the Bid Items # 2 & 3 on the Bid Worksheet.

3. CONTRACT PERIOD AND CONTRACT ADMINISTRATION

The contract shall be for a period of one (1) years effective from Date of Award and continuing through June 30, 2022. The contract may be renewed by the City upon written agreement of both parties for four (4) additional (1) year periods for a total of five (5) years provided acceptable rates can be negotiated and mutually agreed upon in writing between the City and offeror.

4. SECURING DOCUMENTS

- a. The City of Staunton, Virginia, (hereinafter called the “CITY”, or “Public Body”) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City in the City Purchasing Agent’s office, as specified in the Advertisement for Bid.
- b. Bid documents are available for viewing and downloading from at the Staunton City website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the Virginia State Procurement site (eVA) <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>.
- c. The envelopes containing the bids must be sealed, addressed to **City of Staunton, Purchasing Agent’s Office, Staunton, Virginia 24401** and designated as bid for: **“Library Courier Services”**.
- d. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

5. PREPARATION OF BID AND SUBMISSION

Each bid must be submitted on the prescribed form in accordance with the following:

- a. Each bid must be properly signed and with all blank spaces filled out, in ink or typewritten. The foregoing certification must be fully completed and executed when submitted. Do not make any modifications, erasures, deletions, additions or changes to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejections of the bid. Submit only the original signed copy of the bid.
- b. Address bids to the City, and deliver to the address specified in the Advertisement for Bid. Bid on or before the day and hour set for opening the bids. Enclose each bid in an opaque, sealed envelope or box bearing on the outside the following:
 - i. Project Title
 - ii. Name of the Bidder
 - iii. Bidder’s address
 - iv. Date and hour of the bid opening.
- c. The sealed envelope containing the bid must be enclosed in another envelope and mailed to the address as specified in the **Advertisement for Bids**. The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to see that his bid is received on time. No faxed or emailed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids may be returned to the bidder. All expenses for making bids to the City shall be borne by the bidder.
- d. Indicate receipt of issued addenda on the Bid Form. All Bidders are advised to check the City’s website <https://www.ci.staunton.va.us/departments/finance/procurement> or the eVA website <https://mvendor.cgieva.com/Vendor/public/AllOpportunities> to assure that all Addenda have been received and that the cost consequences thereof have been included in the Bid. Addenda.

- e. Any bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.
- f. Any bid received after the time and date specified shall not be considered.
- g. Bid shall remain subject to acceptance for sixty (60) days.
- h. The following documents fully completed and signed where appropriate are required for a responsive Bid:
 - i. Signed Bid Form which includes acknowledgement of Addenda
 - ii. State Corporation Commission Registration
 - iii. Non-Collusion Affidavit
 - iv. Reference List

6. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract must be acceptable to the City. The bidder must name the subcontractor(s), and the City reserves the right to determine whether any named subcontractor is fit and capable to perform the required work.

7. METHOD OF BIDDING

This is a unit price bid for daily Library Courier Services. (See Bid Schedule.)

8. QUALIFICATIONS OF BIDDER

- a. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder indicates that the bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- b. Bidders must certify in the bid form that they are not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.
- c. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

9. ADDENDA AND INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- a. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at the City website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the eVA website <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such

interpretations and any supplemental instructions will be posted on the City website not later than close of business day on July 13, 2021.

- b. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

10. LAWS AND REGULATIONS

- a. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the contract will be deemed to be included in the contract as though herein written out in full.
- b. Contractor shall comply with Federal and State Requirements.

11. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

- a. The contract will be awarded on the basis of the sum of the Base Bid.
- b. The award will be made to the lowest responsible bidder whose bid conforms to the Advertisement, these Instructions and whose qualifications indicate the award will be most advantageous to the City.
- c. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- d. Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder.

12. EXECUTION OF CONTRACT

- a. The form of the Contract, which the successful bidder will be required to execute, is included in the Bid Documentation.
- b. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the City the following documents, as required by the City and the Contract Documents:
 - i. Certificates of Insurance and Endorsement
 - ii. City Business License
 - iii. Virginia State Contractor's License Number
- c. Certificates of Insurance shall be approved by the City before the successful bidder may proceed with the Work.

13. OBLIGATION OF BIDDER

- a. The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.
- b. SCC Requirement: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

14. ADJUSTMENT OF CONTRACT

- a. The City reserves the right to expand this contract to include work of the type defined in the specifications to other locations of the City of Staunton, City of Waynesboro, or Augusta County. This expansion would be contingent upon the Contractor agreeing to perform the additional work at similar negotiated contract prices found in the bid for the original contract.
- b. The City reserves the right to make scheduling and location changes, at any time during the contractual period, as deemed in the best interest of the City.

15. CITY BUSINESS LICENSE

City of Staunton Business License is required for successful award of this project. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the City a copy of their City Business License. The bidder shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Staunton Commissioner of Revenue office at 540- 332-3829.

END OF INFORMATION FOR BIDDERS

BID FORMS

To: City of Staunton
City Purchasing Agent's Office
Third Floor, City Hall
P.O. Box 58
Staunton, Virginia 24402

Gentlemen:

The undersigned, as Bidder, does hereby declare that the only person, persons, company or parties interested in this Bid are named herein; that this Bid is made and that the Contract will be executed without collusion with any other person or persons presenting any Bid for the same work, labor and materials; that this Bid is in all respects fair and just and that no person prohibited therefrom by law is directly or indirectly interested in this Bid, nor in the labor and materials to which it relates, nor in any portion of the profits thereof.

The undersigned does further declare that he has personally examined the site of the proposed work and made such investigation as is necessary to determine the general and local conditions and the character of the work to be encountered; that he has carefully examined each and every item of the annexed Contract Documents and the Plans and Specifications pertaining hereto, and that he fully understands the same, and will make no claim, other than as stated therein, because of any misunderstanding or misconception concerning the nature, character or amount of work to be done.

The undersigned does hereby offer and agree to execute and perform the Contract attached hereto, and of which this Bid forms a part; and to furnish all of the labor, materials, tools, equipment, transportation and superintendence for the construction; in strict conformity with the drawings and specifications. The bidder understands that the quantities shown in the Bid Schedule are approximate only; and are subject to either increase or decrease based on the work shown on the Drawings and for changes in the work as directed by the City and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit price set out herein, and should the quantities be decreased, he also understands that payment will be made on the actual quantities installed at the unit prices, and will make no claim for the anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the work. Lump sum bid items will not be adjusted.

This document must be completed & returned with bid submission.

**BID WORKSHEET
LIBRARY COURIER SERVICES**

BID NO.	ITEM	PRICE PER MONTH	TOTAL YEARLY PRICE
1.	Daily Round trip Circuit, Monday – Friday: • Fishersville Main Library • Staunton Public Library • Waynesboro Public Library		
2.	Addition to Monday and Wednesday Circuit: • Churchville Branch Library		
3.	Addition to Tuesday and Thursday Circuit: • Weyers Cave Library Station • Stuarts Draft Library Station		
TOTAL			

TOTAL BASE BID

WORDS

FIGURES

**AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES.
IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.**

The undersigned acknowledges Addenda:

Addenda No. _____

Addenda _____

Addenda No. _____

Addenda _____

The undersigned has checked carefully all the above figures and understands that the City will not be responsible for any errors or omissions in making up this Bid.

Contractor

SCC Number

Contractor's IRS Number

Dates this ____ day of ____ 2021

By: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

This document must be completed & returned with bid submission.

END OF BID FORMS & WORKSHEETS

CERTIFICATION REGARDING CONTACT WITH CHILDREN

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton Public Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

It is certified, now and on a continuous basis, that none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor:

By:

Name:

Title:

Date:

This document must be completed & returned with bid submission.

END OF CERTIFICATION REGARDING CONTACT WITH CHILDREN

NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;
- (2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____

STATE OF _____, to wit:

I, _____, a Notary Public, do certify that

_____ whose name is signed to the foregoing

has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20____.

My Commission expired _____.

Notary Public

This document must be completed & returned with bid submission.

END OF NON-COLLUSION AFFIDAVIT

REFERENCE LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Reference #2

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Reference #3

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

Terminated Reference *(if Applicable)*

Reference #1

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Company Background *(Attach additional sheets if necessary.)*

Number of Years in Business: _____

Overview of Work History, Experience & Background of Company:

This document must be completed & returned with bid submission.

END OF REFERENCE LIST

CONTRACT

THIS CONTRACT, dated this _____ day of _____, **2021**, for identification, is made by and between the **CITY OF STAUNTON, VIRGINIA** (the “CITY”), a municipal corporation of the Commonwealth of Virginia acting by and through its City Manager, and _____ (the “CONTRACTOR”), a _____ Corporation licensed and registered to do business in the Commonwealth of Virginia, (SCC # _____).

WITNESSETH: That for and in consideration of the payments and contract hereinafter mentioned, to be made and performed by the CITY, the CONTRACTOR hereby agrees with the CITY to commence and complete the construction described as follows:

PROJECT: LIBRARY COURIER SERVICES

Hereafter called the **PROJECT**, for a sum not to exceed

_____ under the terms of the contract documents.

For said price, the CONTRACTOR is to furnish all materials, labor, superintendence, equipment, tools, machinery, and other accessories and services necessary to complete the said PROJECT.

The Contract Documents, which comprise the entire CONTRACT between CITY and CONTRACTOR, consist of the following:

- 1. This Contract**
- 2. Instructions for Bidders**
- 3. Bid and Addenda**
- 4. General Conditions**
- 5. Special & Supplemental Conditions**

The CITY agrees to make payment to the CONTRACTOR in accordance with the General Conditions and for the price specified in the bid for work completed as stated above as the sum to be paid.

The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the Proposal and to make payments on account thereof as provided in the General Conditions and the Special and Supplemental Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract, in the year and day first above mentioned.

Library Director’s Initials – City of Staunton

Library Director’s Initials – City of Waynesboro

Library Director’s Initials – Augusta County

Director of Finance Initials

City Manager or Authorized Representative

Approved as to Legality and Form:

City Attorney

(Seal)

Contractor

By: _____

Secretary

Witness

Title

Address

Note: Secretary of the CITY should attest. If CONTRACTOR is a corporation.

This document must be completed & returned with bid submission.

END OF CONTRACT

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF BIDS:

- 1.1. Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.
- 1.2. Unless otherwise specified, bidders must use the bid form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the bid form may invalidate the bid.

2. BID SPECIFICATIONS

- 2.1. Bidders must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the bid, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the bid.

3. DELIVERY POINT:

- 3.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

4. CASH DISCOUNTS:

- 4.1. Cash discounts will be considered in determining the award.

5. NOTICE OF AWARD

- 5.1. Notice of award will be posted at <http://www.staunton.va.us/solicitation-results>

6. CHARGES AND PAYMENTS

6.1. To Prime Contractor:

- 6.1.1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.
- 6.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 6.1.3. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- 6.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

6.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

6.2. Payment to Subcontractors:

6.2.1. An offeror awarded a contract under this solicitation is hereby obligated:

6.2.1.1. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

6.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.

6.2.2. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

7. TESTING AND INSPECTION

7.1. The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

8. ASSIGNMENT OF CONTRACT

8.1. A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.

9. DEFAULT

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

10. TAXES

10.1. Sales to the City of Staunton are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton

determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

11. INDEMNIFICATION

- 11.1. The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

12. LIABILITY AND LITIGATION

- 12.1. The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

13. COPYRIGHTS

- 13.1. The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

14. AWARDING THE CONTRACT

- 14.1. The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in bids submitted in response to this Invitation to Bid when such waiver is in the best interest of the City.
- 14.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of bids. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results>

15. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 15.1. Bids submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:
- 15.2. Public inspection of certain records:
 - 15.2.1. Except as provided in this section, all proceedings, records, contracts, 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.

15.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

15.2.3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

15.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

15.2.5. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall

15.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,

15.2.5.2. identify the data or other materials to be protected, and

15.2.5.3. state the reasons why protection is necessary.

15.2.5.4. Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

16. ETHICS IN PUBLIC CONTRACTING

16.1. By submitting their bid, all offerors certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

17. FORUM SELECTION

17.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

18. PROMPT PAYMENT ACT

18.1. Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

19. REJECTION OF BIDS

19.1. The City reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof, to make no award, and/or to issue a new Invitation to Bid, or make modifications, corrections of additions to the information contained herein.

- 19.2. Offerors are cautioned this is an Invitation to Bid, NOT a request to contract.

20. COSTS FOR BID PREPARATION

- 20.1. Any costs incurred by offerors in preparing or submitting bids are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Invitation to Bid.

21. APPROPRIATIONS

- 21.1. The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

22. ADDITIONAL FEDERAL GRANT PROVISIONS

- 22.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

23. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

- 23.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).
- 23.2. 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

24. ANTITRUST

- 24.1. By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

25. QUALIFICATIONS OF (BIDDERS/OFFERORS)

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

26. CANCELLATION OF THE CONTRACT

- 26.1. The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

27. AVAILABILITY OF FUNDS

- 27.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

28. SELECTION PROCESS/AWARD

- 28.1. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

29. SAFETY AND OSHA STANDARDS

- 29.1. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

30. MODIFICATION & WITHDRAWAL OF BID

- 30.1. An offeror may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "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."

31. CONTRACT TERM

- 31.1. The Offeror whose Bid is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Invitation to Bid.
- 31.2. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.
- 31.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

31.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, and to reject any and all bids in total or by components.

31.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

32. COMPENSATION AND RECORD KEEPING

32.1. Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a “cost not to exceed” basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

33. PAYMENT

33.1. Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

34. BID BOND

34.1. When specified, each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier's or certified check, made payable to the Treasurer, City of Staunton, in an amount equal to 5 percent of the total bid price. In the event of default by the bidder the 5 percent deposit shall represent liquidated damages to the City.

35. PERFORMANCE AND PAYMENT BONDS

35.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$50,000.

36. BID ADDENDA

36.1. Prior to submitting their bid, it is the bidder's responsibility to check the City web-site for any addenda associated with this Invitation for Bid.

37. INSURANCE REQUIREMENTS

37.1. Insurance shall be in amounts not less than \$1,000,000, \$500,000, and \$500,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City of Staunton as an additional insured.

38. CONTRACT TERMINATION

38.1. This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

39. DEBARMENT STATUS

39.1. By submitting their bids/proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

40. CONTRACTOR UNDERSTANDING

- 40.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

41. DRUG-FREE WORKPLACE

- 41.1. During the performance of this contract, the contractor agrees to:
- 41.1.1. provide a drug-free workplace for the contractor's employees;
 - 41.1.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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;
 - 41.1.3. 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
 - 41.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

42. NON-DISCRIMINATION

- 42.1. During the performance of this contract, the contractor agrees as follows:
- 42.1.1. 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 the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 42.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 42.1.3. 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.
 - 42.1.4. The contractor will include the provisions of the foregoing paragraphs 42.1.1, 42.1.2, 42.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

43. PERMITS AND LICENSES

- 43.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

44. NEGOTIATION WITH SUCCESSFUL BIDDER

44.1. Should the lowest bid for Base Bid exceed the City’s budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder

44.2. The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this IFB in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with bid to allow for additions and future expansions.

45. COOPERATIVE PROCUREMENT

45.1. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

46. IMMIGRATION REFORM AND CONTROL ACT OF 1986

46.1. During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

47. CERTIFICATION OF INTEREST & RELATIONSHIPS

47.1. The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto and submit the certification contemporaneously with the executed Contract.

END OF PROCUREMENT GUIDELINES