



DEPARTMENT OF FINANCE

INVITATION TO BID

April 17, 2025

BID TITLE: FIRE STATION 1 TURN-KEY GARAGE DOOR REPLACEMENT
BID #: D00125
BID OPENING DATE: May 6, 2025 at 2:00 p.m.
MANDATORY SITE VISIT: Friday, April 25, 2025 10:00 a.m.
BID BOND NEEDED: No

The City of Staunton is seeking bids from qualified vendors to furnish all necessary labor, supervision, equipment, tools, parts, materials, supplies, and accessories to remove existing doors, and then furnish and completely install nine (9) commercial grade, roll-up garage doors, tracks, openers, and remote controls for turn-key replacement of the current doors at **Fire Station 1, located at 500 N. Augusta Street, Staunton, VA 24401** for the City of Staunton.

This Bid is a request for a sealed bid; therefore, bids may be submitted electronically through the eVA system, or they may be submitted by non-electronic means (paper submissions) outside of the eVA system. Sealed bids, whether electronic or paper, will be received until the closing date and time provided in the solicitation.

Electronic Submissions

Electronic sealed bids will be accepted ONLY through the eVA system. Bids delivered electronically by any method outside of the eVA system, such as via E-mail or fax, WILL NOT be accepted.

Paper Submissions

Bids that are sent by delivery services (UPS, FedEx, etc.), or hand-delivered shall be delivered to:

Hand or Delivery Service
ATTN: Chad M. Horvat
City of Staunton
116 W. Beverley Street
3rd Floor – Finance Department
Staunton, VA 24401
540-332-3819

INQUIRIES CONCERNING THE BID

Any questions regarding the specifications for this bid should be directed, in writing, to:

David Stokes
Street/Traffic Engineering Superintendent
stokescd@ci.staunton.va.us

A Mandatory site visit will be held on Friday, April 25, 2025 at 10:00 a.m. for bidders to inspect the site at Fire Station 1, 500 N. Augusta Street, Staunton, VA 24401. Questions, in writing, via email, are due by no later than 4:00 p.m. April 28, 2025. Please quote lowest price and best delivery on items listed. Please advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified.

Right is reserved to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton to the extent allowable by law.

The City does not discriminate against small and minority businesses or faith-based organizations.

BID SUBMISSION REQUIREMENTS

- A. The Purchasing Office will not accept oral bids or bids received by telephone.
- B. Faxed or emailed bids will NOT be accepted.
- C. Offerors are solely responsible for reviewing, complying, and returning a complete and responsive bid. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.
- D. Responses must include:
 - 1. Full description of proposed replacement equipment
 - 2. Insulation R-values for replacement doors
 - 3. Detailed Warranty Coverage
 - 4. Proposed schedule of delivery and installation
 - 5. Equipment service schedule
- E. 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.
- F. **Paper Bid Submission**
 - 1. The bid, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope or box. The envelope containing the bid shall/should be sealed and marked with the title and due date of the bid. **Bid No. "D00125–FIRE STATION 1 TURN-KEY GARAGE DOOR REPLACEMENT"** and be accompanied by complete specifications for the items offered.
 - 2. No responsibility will attach to the City or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.

3. Bids should clearly indicate the legal name, address and telephone number of the Bidder (company, firm, partnership, or individual).
4. All expenses for bidding to the City of Staunton shall be borne by the Bidder.
5. An authorized representative of the bidder shall sign bids.
6. All bids shall be either typewritten or filled in with ink in order to be considered. Also, all bids must be signed in ink in order to be considered.
7. Official received time for bids shall be determined by the time stamp affixed in the Finance Department at the time of receipt. Bidders are responsible for ensuring that their bids are stamped by Finance Department personnel by the deadline indicated.
8. Bidders shall provide one (1) paper copy and one (1) identical electronic PDF copy (on thumb drive) of the bid documents.
9. Bid documents shall be mailed to addressee below or hand-delivered to the City of Staunton Finance Office located at 116 W. Beverley Street, 3rd Floor City Hall, Staunton, Virginia. Office hours are Monday through Friday, 8:00am to 5:00pm.
10. All paper bids must be timely delivered to:

Hand or Delivery Service
 ATTN: Chad M. Horvat
 City of Staunton
 116 W. Beverley Street
 3rd Floor - Finance Department
 Staunton, VA 24401
 540-332-3819

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

G. Electronic Bid Submission via the eVA System:

1. Prior to the due date, Bidders should:
 - a. Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
 - b. Check the Solicitation in VBO for all attachments and documents to be completed and submitted; and
 - c. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.
2. Electronic bid submission with all required documents attached is required.

3. Bidders must submit one (1) complete copy of the bid and all required documents and/or attachments. Submission as one singular PDF formatted document is preferred.
 - a. eVA Submission Instructions:

Bidders must be registered in eVA in order to submit an electronic bid.

The following are instructions for submitting an electronic bid:

 1. Go to www.eva.virginia.gov;
 2. Click on “I Sell To Virginia”;
 3. Click on “eVA Supplier Training”; and
 4. Click on “Viewing and Responding to Solicitations Video”.

If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.
- H. The Bid Form must accompany any bid(s) submitted and be signed by an authorized representative of the Bidder. If the Bidder is a firm or corporation, the Bidder must print the name and title of the individual executing the bid. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the bid.
- I. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Bidder.
- J. By submitting a bid in response to this Invitation to Bid, the Bidder represents it has read and understands the Invitation to Bid and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract.
- K. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions, shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.
- L. A bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Office in writing of modifications or withdrawal.
- M. Modified and withdrawn bids may be resubmitted to the Purchasing Office up to the time and date set for the receipt of bids.
- N. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter.
- O. All bids received in the Purchasing Office on time shall be accepted. All late bids received by the Purchasing Office shall be retained by the Purchasing Department and will remain unopened. Bids shall be open to public inspection only after award of the contract.

NOTICE OF AWARD:

Award will be made once all bids are reviewed and the lowest responsible and responsive bidder is identified, and all the processes to complete an agreement are finalized. Notice of award will be posted at <https://www.ci.staunton.va.us/departments/finance/procurement> and on the eVA procurement site.

BID SCHEDULE

Bid Posted:	April 17, 2025
Mandatory Site Visit:	April 25, 2025 10:00 a.m. at Fire Station 1, 500 N. Augusta Street, Staunton, VA 24401
Questions & Answers Due:	April 28, 2025, 4:00 p.m.
Q&A Addenda Posted:	April 29, 2025 by 5:00 p.m.
Bids Due & Bid Opening:	May 6, 2025 at 2:00 p.m.

**FIRE STATION 1 TURN-KEY GARAGE DOORS
SPECIFICATIONS**

Job Site Specification Sheet – Turn-Key Overhead Door Replacement**A. Scope of Work:**

1. Removal of all existing overhead doors, operators, and jambs (approx. 9 doors).
2. Replace with new commercial overhead doors and operators.
3. Bidder responsible for verifying all measurements and site conditions prior to fabrication and installation.

B. Door Specifications:

1. **Model:** Amarr/ENTREMATIc Model 2742, or approved equivalent.
2. **Construction:** 2" thick, triple-layer polyurethane insulated commercial overhead door.
3. **Panel Style:** Pencil groove.
4. **Material:** 27-gauge steel.
5. **R-Value:** Minimum R-19.4.
6. **Color:** White (interior and exterior).
7. **Size:** Approximately 12'-2" wide x 12'-1" high (bidder to verify exact dimensions).

C. Frame & Trim:

1. Remove and replace all existing wooden jambs and header boards.
2. New jambs and header boards to be constructed using salt-treated lumber.

D. Window Section:

1. One full-view section of windows per door.
2. With (1/2" insulated tinted glass)
3. Window model: 3552.
4. Frame color: White powder-coated finish.

E. High Lift:

1. Provide 36 inches of high lift on all doors. (exact high lift needed to be verified by bidder).

F. Mechanical Components:**1. Torsion Spring System:**

- a. Include heavy-duty torsion springs with a minimum **100,000 cycle life**.
- b. Doors to have **solid torsion shaft** for enhanced durability and stability.

2. Track:

- a. Doors to be equipped with **3" commercial-grade track** system, appropriate for high-lift application.

G. Weatherproofing:

1. Provide **full perimeter weather seals**, including:
 - a. Bottom door seal.
 - b. Side and top seals.
 - c. Seals must ensure weather resistance and energy efficiency.

H. Operators & Controls:

1. Each door to be equipped with a **motorized operator**, Model LMJHDC22X1B as manufactured by Liftmaster or equivalently sized operator for commercial use and high-lift configuration.
2. **Safety Features Required**, photo eyes and electric safety edge on every door.
3. Include **two remote control** per door.
4. Provide **two interior push button stations** per door to allow access from two separate control locations.

I. Installation Requirements:

1. All work to be performed in accordance with manufacturer installation guidelines and local codes.
2. Bidder to furnish all labor, materials, equipment, and incidentals for a complete and functional installation.
3. To be coordinated with site contact to not disrupt operations and function of Fire Station.

J. General Notes:

1. All dimensions, counts, and site conditions must be field-verified by the bidder prior to ordering materials.
2. Equivalent product substitutions must be approved prior to bid submission.

K. Bidder Responsibility & Site Visit Requirement

1. All specifications outlined in this document are the responsibility of the bidder to verify. The bidder shall confirm all quantities, measurements, conditions, and compatibility of proposed materials and components with the existing site. A **mandatory site visit** is required for all prospective bidders to assess the scope of work and ensure accurate bidding. No consideration will be given for errors or omissions resulting from failure to visit the site or verify existing conditions.

**CITY OF STAUNTON
BID FORM**

Item	Total Price
All necessary labor, supervision, equipment, tools, parts, materials, supplies, and accessories to remove existing doors, and then furnish and completely install nine (9) commercial grade, roll-up garage doors, tracks, openers, and remote controls for turn-key replacement of the current doors at Fire Station 1.	\$ _____

PER ATTACHED SPECIFICATIONS

OFFER

To Purchasing Department:

In compliance with the bid information, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

FOB: _____ TERMS: Net 30 Upon Approved Completion

BIDDER/COMPANY NAME: _____

BY: _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL ID NUMBER: _____ VA SCC NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

PHONE: _____ FAX: _____

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. BRAND NAMES

- 3.1. 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 manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall, in its sole discretion, determine whether the equipment proposed is the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Acceptance shall be based solely on the City's determination of suitability.

4. DELIVERY POINT

- 4.1. 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).

5. CASH DISCOUNTS:

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

6. LATEST MODEL/QUALITY

- 6.1. Bidder shall bid on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. CHARGES AND PAYMENTS

- 7.1. To Prime Contractor:

- 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. 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.
 - 7.1.5. 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).
- 7.2. Payment to Subcontractors:
- 7.2.1. A Bidder awarded a contract under this solicitation is hereby obligated:
 - 7.2.1.1. To pay the subcontractor(s) within thirty (30) days of the Bidder'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
 - 7.2.1.2. To notify the agency and the subcontractor(s), in writing, of the Bidder's intention to withhold payment and the reason.
 - 7.2.2. The Bidder 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 Bidder 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. A Bidder's

obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

8. AUDIT

8.1. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9. TESTING AND INSPECTION

9.1. 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.

10. ASSIGNMENT OF CONTRACT

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

11. DEFAULT

11.1. 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 Bidder 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.

12. TAXES

12.1. Sales to the City of Staunton are exempt from State and Federal 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.

13. INDEMNIFICATION

13.1. The Bidder 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 Bidder, 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.

14. LIABILITY AND LITIGATION

14.1. 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.

15. COPYRIGHTS

- 15.1. The Bidder 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 Bidder 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.

16. BIDDER'S PERFORMANCE

- 16.1. The successful Bidder agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract

17. AWARDING THE CONTRACT

- 17.1. 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.
- 17.2. 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> and on the eVA procurement site.

18. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 18.1. 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:
- 18.2. Public inspection of certain records:
 - 18.2.1. 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.
 - 18.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - 18.2.3. Any competitive negotiation Bidder, 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.

- 18.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 18.2.5. Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder or contractor shall
 - 18.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
 - 18.2.5.2. identify the data or other materials to be protected, and
 - 18.2.5.3. state the reasons why protection is necessary.
 - 18.2.5.4. Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

19. ETHICS IN PUBLIC CONTRACTING

- 19.1. By submitting their bid, all Bidders 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 Bidder, 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.

20. FORUM SELECTION

- 20.1. 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.

21. PROMPT PAYMENT ACT

- 21.1. 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.

22. REJECTION OF BIDS

- 22.1. 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, or additions to the information contained herein.
- 22.2. Bidders are cautioned this is an Invitation to Bid, NOT a request to contract.

23. COSTS FOR BID PREPARATION

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

24. APPROPRIATIONS

24.1. 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 Bidder 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.

25. ADDITIONAL FEDERAL GRANT PROVISIONS

25.1. 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.

26. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

26.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder 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).

26.2. Any bidder 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 is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

27. ANTITRUST

27.1. 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.

28. QUALIFICATIONS OF BIDDERS

28.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder 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 physical facilities prior to award to satisfy questions regarding the Bidder's capabilities.

28.2. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

29. CANCELLATION OF THE CONTRACT

29.1. 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.

30. AVAILABILITY OF FUNDS

30.1. 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.

31. SELECTION PROCESS/AWARD

31.1. 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.

32. SAFETY AND OSHA STANDARDS

32.1. 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.

33. MODIFICATION & WITHDRAWAL OF BID

33.1. A Bidder 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."

34. CONTRACT TERM

34.1. The Bidder 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.

34.2. 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.

34.3. Part of the consideration will be the capability of the Bidder to immediately begin work and meet the proposed timetable above.

34.4. 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.

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

35. SEVERABILITY

- 35.1. Any written contract resulting from this IFB shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

36. COMPENSATION AND RECORD KEEPING

- 36.1. The Bidder 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 "unit price" basis. Records are to be kept by the Bidder in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

37. PAYMENT

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

38. BID BOND

- 38.1. 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.

39. PERFORMANCE AND PAYMENT BONDS

- 39.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$500,000.

40. BID ADDENDA

- 40.1. 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.

41. INSURANCE REQUIREMENTS

- 41.1. Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 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.

42. CONTRACT TERMINATION

- 42.1. 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.

43. DEBARMENT STATUS

- 43.1. By submitting their bids, all bidders or Bidders 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.

44. CONTRACTOR UNDERSTANDING

44.1. 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.

45. SUBCONTRACTS

45.1. No portion of the work shall be subcontracted without prior written consent of the City of Staunton, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

46. DRUG-FREE WORKPLACE

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

- 46.1.1. provide a drug-free workplace for the contractor's employees;
- 46.1.2. 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;
- 46.1.3. 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
- 46.1.4. 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.

47. NON-DISCRIMINATION

47.1. During the performance of this contract, the contractor agrees as follows:

- 47.1.1. 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.

- 47.1.2. 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.
- 47.1.3. 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.
- 47.1.4. The contractor will include the provisions of the foregoing paragraphs 44.1.1, 44.1.2, 44.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

48. PERMITS AND LICENSES

- 48.1. 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.

49. NEGOTIATION WITH SUCCESSFUL BIDDER

- 49.1. 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
- 49.2. The City reserves the right to negotiate contract terms with the successful Bidder 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.

50. COOPERATIVE PROCUREMENT

- 50.1. 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.

51. IMMIGRATION REFORM AND CONTROL ACT OF 1986

51.1. 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)

52. CERTIFICATION OF INTEREST & RELATIONSHIPS

52.1. 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 (**Attachment A**) and submit the certification contemporaneously with the executed Contract.

**CERTIFICATION OF INTEREST & RELATIONSHIPS
WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL,
SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain 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 (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain 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.
- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

Contractor: _____ Date: _____

By: _____

Name: _____

Title: _____

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

This document must be completed & returned with bid submission.

VENDOR REFERENCES FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

- 1) Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Vendor's Primary Contact:

Name: _____ Phone: _____
E-Mail: _____

- 3) Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

- 4) Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$ _____
Service: _____ Value: _____

B. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$ _____
Service: _____ Value: _____

(Continued on next page.)

VENDOR REFERENCES FORM

(Cont.)

C. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$ _____
Service: _____ Value: _____

D. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$ _____
Service: _____ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____