

CITY OF STAUNTON
DEPARTMENT OF FINANCE

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INVITATION TO BID

June 5, 2017

BID TITLE: ROAD MARKING SERVICES & TRAFFIC CONTROL

BID #F00217

BID OPENING DATE: Friday, June 16, 2017, at 2:00 PM

BID/PERFORMANCE/PAYMENT BONDS REQUIRED: No

The City of Staunton is seeking written sealed bids from qualified and properly licensed contractors to supply road marking services and traffic control for the purpose of remarking longitudinal yellow and white road markings as needed for a period of one year, with four (4) optional one-year renewals. All work shall be in accordance with the specifications contained herein. Any questions regarding the specifications for this bid should be directed to Mark Holland, Traffic Engineering Superintendent, at (540) 332-3892, hollandmp@ci.staunton.va.us.

Please submit bid for lowest price for the items and services requested. 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 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 ensure that its bid reaches the Purchasing and Risk Manager by the designated date and hour. All Bidders shall abide by all applicable State and Federal laws. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

All bids must be submitted in a sealed envelope plainly marked, Bid No. **"F00217 – ROAD MARKING SERVICES & TRAFFIC CONTROL"**, with the name and address of the bidder in the upper left hand corner and accompanied by complete specifications for the items offered. **E-Mail and facsimile responses are not acceptable.** No responsibility will attach the Owner 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.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED
BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail To:
City of Staunton
Bonnie S. Stephenson
Purchasing & Risk Manager
P.O. Box 58
Staunton, VA 24402-0058

Overnight To:
City of Staunton
Bonnie S. Stephenson
Purchasing & Risk Manager
116 W Beverley St., 3rd Floor
Staunton, VA 24401

Phone: (540) 332-3819

**CITY OF STAUNTON
PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

1. SUBMISSION AND RECEIPT OF BIDS:

- (A) 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.
- (B) 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.
- (C) Bids having any erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the bid. Prior to submission or opening, errors may be crossed out, corrections entered in ink and initialed in ink by the person signing the bid. No bid shall be altered or amended after the specified time for opening.
- (D) 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.
- (E) Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- (F) 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 per cent of the total bid price. In the event of default by the bidder the 5 per cent deposit shall be and represent liquidated damages to the City.

2. ANNUAL CONTRACT USAGE REQUIREMENTS: Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City of Staunton as to the total amount that may or may not be purchased from any resulting contracts.

3. PRICING:

- (A) Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the City or bidder.
- (B) Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- (C) Bids based on a firm price or those including a "Downward Escalator" clause for an annual contract period may be given preference over lower ones bearing an "Escalator" clause for an annual contract period.
- (D) When an annual contract is not requested by the City, and the bid is for products or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "Price in effect at time of delivery" shall be cause for rejection of bid.

4. PERFORMANCE BOND: When requested in the bid, the City shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the City in the amount of contract price at the time of or prior to execution of the contract. If no bond is furnished by the successful bidder, the City reserves the right to award the contract to the next lowest responsible bidder with the next lowest responsive bid.

5. DELIVERY POINT: 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).

6. CASH DISCOUNTS: Cash discounts will be considered in determining the award.

7. BRAND NAMES: 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 determine in its sole discretion equipment bid to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

8. SPECIFICATIONS: The bidders must also 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.

9. LATEST MODEL/QUALITY: 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.

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

**CITY OF STAUNTON
BID FORM**

Double Yellow Solid Markings	Per LF \$ _____
Single Yellow Skip Lines	Per LF \$ _____
Single Yellow Edge Lines	Per LF \$ _____
Single White Solid Lines	Per LF \$ _____
Single White Skip Lines	Per LF \$ _____
Single White Edge Lines	Per LF \$ _____
Other Fees _____	\$ _____
Other Fees _____	\$ _____
Other Fees _____	\$ _____
Other Fees _____	\$ _____

Brand/Manufacturer of Paint: _____

Warranty Provided: _____

SEE ATTACHED SPECIFICATIONS

BID

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: Staunton TERMS: _____

COMPANY NAME _____

BY: _____
PRINTED NAME SIGNATURE

STREET ADDRESS _____

CITY AND STATE _____

STATE CONTRACTOR LICENSE NO/TYPE _____

SCC NUMBER. _____

E-MAIL..... _____

PHONE: _____ FAX: _____

ROAD MARKING SERVICES & TRAFFIC CONTROL SPECIFICATIONS

The City of Staunton is requesting sealed bids from qualified and properly licensed contractors to supply all material, equipment, labor, insurance and supervision for road marking services with VDOT approved Type A traffic paint as needed for a period of one year with the option to renew for four (4) additional one-year periods. Bids are requested for daytime or nighttime re-striping of longitudinal solid, skip lines and edge lines, both yellow and white. Price shall include traffic control personnel to set up and remove temporary work zones.

During daylight operations, the City requires work zones to be set up in accordance with the VDOT Work Area Protection Manual. Remark areas require cones to be placed on the remarked areas until paint is dry. Nighttime operations only require “Street Painting Ahead” signs placed at the entrances to work zones until remarked paint has dried.

Prior to beginning work, successful contractor will be required to meet with the Traffic Engineering Superintendent to verify all areas to be painted.

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.

All lines are to be painted 4” in width. Yellow double is measured by the linear foot (two 4” wide lines at 1’ long = 1 linear foot). Please note that the quantities listed in the table below are ESTIMATED linear feet of paint to be applied and that final payment will be made only for the ACTUAL linear feet of paint applied.

General Conditions:

1. The initial term of this contract will be for one (1) year. All prices must be held firm during the initial contract period. The contract may be renewed for four (4) additional one-year periods, under the same terms and agreements as included herein, by mutual agreement between the City and the successful low bidder. Price increases may be requested only at the renewal of the contract and must be approved by the City.
2. Contractor shall provide, with their bid submission, a listing of previous clients that may be contacted as a reference. The contractor must have a minimum experience of three (3) projects with agencies of similar size and complexity that have been completed within the last two (2) years. Include customer name, project description and telephone number.
3. Contractor shall provide all warranties including equipment, material defects, appearance, workmanship and performance. Warranties must be of industry standards but not less than one (1) year and will not commence until the City has given the successful bidder written acceptance of the completed project.
4. During the course of the work, the contractor shall cause as little inconvenience as possible to the public, City employees or scheduled activities and will maintain the work site free from any conditions that may result in danger or nuisance to the public, City employees or their daily work schedule.
5. All equipment shall be provided by the successful contractor, at their cost, and must meet all applicable OSHA, local, state and federal safety codes.
6. The successful contractor must obtain, at his or her own cost, a City of Staunton business license and any required City Permits before beginning work. License and Permits may be obtained at the City Hall, 116 West Beverley Street, Staunton.
7. Appropriate City personnel will make payment for all completed work only after final approval and acceptance of the work completed.
8. A tax-exempt certificate will be provided to the successful contractor on request.
9. Insurance - Contractor agrees to provide the City of Staunton a copy of their General Liability, Vehicle Liability, and Worker's Compensation Insurance prior to beginning work. 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 as an additional insured.
10. Hold Harmless: The Contractor shall indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent 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 arising out of services performed hereunder or by reason of the intentional or negligence acts or omissions of the Contractor, its employees, agents or sub-consultants, including any independent contractors. The provisions of this section of the Agreement shall survive the completion, termination or expiration of the Agreement.

11. Drug Free Workplace: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

12. Non-Discrimination

- a. During the performance of this contract, the contractor agrees as follows:
 - i. 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.
 - ii. 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.
 - iii. 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.
- b. The contractor will include the provisions of the foregoing paragraphs i, ii and iii in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. Immigration Reform and Control Act Of 1986 – 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)

14. Forum Selection: 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.
15. Prompt Payment Act: Any contract awarded as a result of this bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.
16. Negotiation with Successful Bidder: The City reserves the right to negotiate contract terms with the successful contractor for items/services other than those specifically stated in this Invitation to Bid in the best interest of the City and agreed to by the contractor in accordance with section 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions.
17. 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.