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ASSISTANT DIRECTOR OF FINANCE
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INVITATION TO BID
March 7, 2018

BID TITLE: PERMEABLE PAVER INSTALLATION

BID #:C00118

BID OPENING DATE: Friday, March 16, 2018, 1:00 PM

SITE VISIT REQUIRED: No

BID BOND REQUIRED: No

The City of Staunton is seeking bids from qualified contractors install permeable pavers and associated underdrain materials at the Wharf Parking Lot in downtown Staunton. All work will be in accordance with the attached specifications and drawings. **This project is funded through the Chesapeake Bay Trust and must meet Federal Grant requirements.** Any questions regarding the specifications for this bid should be directed to Nickie Mills, City Engineer, at (540) 332-3858.

Please quote lowest price and best delivery on items listed. 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.

All bids must be submitted in a sealed envelope plainly marked, Bid No. **C00118 – PERMEABLE PAVER INSTALLATION**, 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 proposal 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
Cameron S McCormick
Assistant Director of Finance
P.O. Box 58
Staunton, VA 24402-0058

Overnight To:
City of Staunton
Cameron S McCormick
Assistant Director of Finance
116 W Beverley St., 3rd Floor
Staunton, VA 24401

Phone: (540) 332-3948

**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**

DESCRIPTION**TOTAL COST**

All material, equipment, labor, and supervision to install
2,000 square feet of permeable pavers and associated underdrain
materials.

\$ _____

Cost per additional square foot

\$ _____ /sqft

PER ATTACHED SPECIFICATIONS

NOTE: The City intends to award this project no later than March 19th. Work must begin as soon as possible after that date and must be completed and invoiced within 30 calendar days.

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.

Bidder guarantees shipment from _____ via _____ within
_____ days after receipt of order.

FOB: Staunton TERMS: _____

COMPANY NAME _____

BY: _____

PRINTED NAME

SIGNATURE

STREET ADDRESS _____

CITY AND STATE _____

VA STATE CONTRACTOR LICENSE NO/TYPE ... _____

SCC NUMBER. (See General Condition #14) .. _____

E-MAIL..... _____

PHONE: _____ FAX: _____

PERMEABLE PAVER INSTALLATION SPECIFICATIONS

I. SCOPE

The City of Staunton is seeking bids from qualified contractors install permeable pavers and associated underdrain materials at the Wharf Parking Lot in downtown Staunton. All work will be in accordance with the attached specifications and drawings.

Project will have an anticipated square footage of 2,000-3,000 SF, with a minimum installation of 2,000 square feet of pavers. A unit price per SF will be requested for additional quantities at the City's discretion. Unit price shall include all labor, materials, and appurtenances to install pavers per construction details provided.

Please note, this project is funded through the Chesapeake Bay Trust and must meet Federal Grant requirements governing the use of those funds, including provisions of OMB Circulars A-102, A-110, and A-133.

II. TECHNICAL REQUIREMENTS

Within limits laid out by City Engineering, and per construction drawings:

- 1) Demo existing asphalt and remove existing subgrade materials to bring areas within project limits to subgrade per construction details.
- 2) Install underdrains and stone bedding per details.
- 3) Install pavers per details and manufacturer's recommendations.
- 4) Install additional bedding material between pavers per specifications, details, and manufacturer's recommendations.
- 5) Install 6" SCH 40 PVC underdrain connection to existing drop inlet or storm drain pipe as shown on project exhibit, using standard City of Staunton asphalt open cut details.
- 6) Clean up project area and properly dispose of all construction debris.

II. GENERAL REQUIREMENTS

1. This project is funded through the Chesapeake Bay Trust and must meet Federal Grant requirements. The following federal documents are incorporated as part of this bid package:
 - General Decision VA180024 – Davis Bacon Wage Rates, Virginia
2. **Permits:** The contractor shall be responsible for obtaining all required City permits **at their own expense**. The successful contractor must have a valid City of Staunton Business

License, which can be obtained at the Commissioner of Revenue office, 116 W. Beverley Street, Staunton, VA.

3. All materials and/or installation must meet all applicable local, State, and Federal codes.
4. A tax-exempt certificate will be provided to the successful contractor on request. No tax will be charged to the City of Staunton.
5. Bid Questions and Addenda: Prior to submitting their bid, it is the bidder's responsibility to check the City web-site (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation for Bid. All questions must be submitted in writing to Nickie Mills (millsnd@ci.staunton.va.us) no later than Monday, March 12 at 12:00 p.m. noon. Any addenda issued will be available on the City web site by 5:00 p.m., March 12, 2018.
6. 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.
7. The City reserves the right to negotiate contract terms with the successful bidder for items/services other than those specifically stated in this Invitation for 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 bid to allow for future work.
8. 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 and shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City as an additional insured.
9. 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. These provisions shall survive the completion, termination or expiration of any Agreement.
10. Forum Selection: Any action, proceeding, or claim in any way related to this work 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.
11. Contractor certifies that it does not and will not during the performance of this Contract violate (i) the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) the provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

12. 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.
13. Cooperative Procurement: 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.
14. 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.
15. Non-Discrimination
 1. During the performance of this contract, the contractor agrees as follows:
 - a. 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.
 - b. 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.
 - c. 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.
 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

WHARF LOT



PERMEABLE PAVER DETAIL

