

DEPARTMENT OF FINANCE

INVITATION TO BID

February 11, 2020

BID TITLE: Tank Painting – Shutterlee Mill Tank

BID #: C00120

BID OPENING DATE: March 19, 2020 at 2:00 PM

BID BOND REQUIRED: Yes

The City of Staunton is seeking bids from qualified vendors to provide all material, equipment, labor, and supervision to sandblast, prime, paint, and disinfect the interior, and high pressure wash, machine tool, spot prime, and paint the exterior of the City of Staunton Shutterlee Mill elevated potable water storage tank. Questions regarding the specifications for this bid should be directed to Nathan Simmons, Utility Technical Service Supervisor, at simmonsnl@ci.staunton.va.us.

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 #C00120 – TANK PAINTING – SHUTTERLEE MILL TANK**”, 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:

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

Overnight To:

Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24401
(540) 332-3819

CITY OF STAUNTON

BID FORM

DESCRIPTION**COST**

All material, equipment, labor, and Supervision to sandblast, prime, paint, and disinfect the interior, and high-pressure wash, machine tool, spot prime, and paint the exterior of City of Staunton Shutterlee Mill elevated potable water storage tank .

\$ _____

Note: The following documents must be submitted with the bid.

- Manufacturer's literature of epoxy, paint, coatings, and additives proposed to be used (See Specification 5.4)
- Documentation of Contractor's Hazardous Communications Program and Confined Space Entry Program (See Specification 15.6)
- Bid Bond (See Attachment BB)

PER ATTACHED SPECIFICATIONS**TOTAL:** \$ _____**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: _____

BIDDER/COMPANY NAME: _____

BY: (Signature) _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY AND STATE: _____

VIRGINIA SCC #: _____ FEDERAL ID #: _____

EMAIL: _____

DATE: _____ PHONE: _____ FAX: _____

TANK PAINTING – SHUTTERLEE MILL TANK SPECIFICATIONS

SCOPE OF WORK

The City of Staunton is seeking bids from qualified contractors to provide all material, equipment, labor, and supervision to sandblast, prime, paint, and disinfect the interior of the City of Staunton's Shutterlee Mill elevated potable water storage tank, and high-pressure wash, machine tool, spot prime, and paint the exterior of City of Staunton Shutterlee Mill elevated potable water storage tank in accordance with the following specifications.

All work shall be conducted during normal working hours, Monday – Friday 8:00 AM to 5:00 PM, unless approved in advance by authorized City personnel.

1. General

The intent of these specifications is to provide for the following:

- 1.1** Sandblast, prime, and paint the interior of the City of Staunton Shutterlee Mill elevated potable water tank.
- 1.2** High pressure wash, machine tool, spot prime, and paint the exterior of the City of Staunton Shutterlee Mill elevated potable water tank.
- 1.3** Disinfect the tank prior to putting the tank back in service.

NOTE: City of Staunton personnel will (1) empty the tank prior to painting, (2) refill the tank upon job completion and acceptance, and (3) conduct any water testing required.

- 1.4** Prospective bidders may survey the tank prior to bidding. Appointments may be arranged by contacting Nathan Simmons, Utility Technical Services Supervisor, at simmonsnl@ci.staunton.va.us.

NOTE: All appointments must be scheduled and completed no later than Friday, February 28, 2020.

- 1.5 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 Nathan Simmons, simmonsnl@ci.staunton.va.us, **no later than Tuesday, March 3, 2020, at 2:00 p.m. Any addenda will be available on the City web site by close of business on Friday, March 6, 2020.**

2. Facility Description

The Shutterlee Mill water storage tank is a 500,000-gallon elevated hydropillar tank. It was constructed in 1992 and is located about 100 yards behind the City of Staunton Water Treatment Plant at 1907 Craigmont Road, Staunton, Virginia. The tank is 49' 6" in diameter and 77' in height to LWI. The overall height is 115' with several pieces of communication equipment attached to a platform ring around the top of the tank.

3. Pre-Installation Meeting

- 3.1** A meeting shall be held on-site before field application of coating systems begins.
- 3.2** The Pre-Installation meeting shall be attended by the Contractor, the City's representative, Coating Applicators, and the Manufacturer's NACE representative

(inspector). If the meeting is canceled or cannot be completed due to any party's failure to attend, a second meeting shall be scheduled at that party's expense.

3.3 Topics to be discussed at the Pre-Installation Meeting shall include, but not be limited to, the following:

3.3.1 A review of Contract Documents and deviations or differences to be resolved.

3.3.2 Environmental conditions, surface conditions, surface preparation, application and inspection procedures, and protection following application.

3.3.3 Areas on-site to be available for storage.

3.3.4 Other issues as deemed necessary.

4. Surface Preparation (Interior and Exterior)

4.1 Interior: The Contractor shall remove all rust, scale, chips, corrosion, and old coating on 100% of the interior surfaces to conform to Steel Structure Painting Council Standard SSPC-SP10 (Near white metal abrasive blast or equal).

4.2 Exterior: The Contractor shall high pressure wash the tank's exterior surface at a minimum of 4,000 psi with an oscillator nozzle and with water temperatures between 150° F and 160° F, removing all chalk, rust, loose paint, oil, dirt, and other contaminants.

4.3 The Contractor shall use the proper abrasive to obtain the specified anchor-patterned design described in the approved coating manufacturer's most recent printed Product Data Sheet. After abrasive blasting, dust and spent abrasive material shall be removed from the surface by brushing or vacuum cleaning. The prime coat shall be applied as soon as possible after the blasting preparation is finished and always before the surface starts to rust or show other signs of oxidation. **The Contractor shall ensure that no abrasive-blasted surface stands overnight without being coated.**

4.4 The compressed air used for blasting shall be completely free of water and oil. Adequate traps and separators shall be used to ensure elimination of any and all contaminants. The compressor to be used shall produce a minimum of 450 CFM.

4.5 **The Contractor shall place all blasting material in a containment bin for subsequent disposal. The Contractor shall be responsible for the proper disposal of all material in accordance with all applicable Federal, State, and Local regulations and shall supply all written documentation of proper disposal of all material to the City.**

4.6 The Contractor shall paint only clean, dry surfaces.

4.7 The Contractor shall comply with the following **Weather and Site Restrictions:**

4.7.1 Cleaning shall not take place on tank surfaces if the relative humidity is higher than 85% outside of the tank or is higher than the surface temperature of the steel at its coldest point (less than 5 degrees above the dew point).

4.7.2 Any condition conducive to creating moisture on the surface of the metal will automatically preclude surface preparation operations. Under no circumstances will surface preparation or coating application take place if moisture is present on the surface.

- 4.7.3 The Contractor shall maintain, at the job site, approved devices to monitor atmospheric conditions during surface preparation, coating operations, and curing phases to assure compliance with standards set forth in these specifications, references, and manufacturer's product data sheets.

5. **Acceptable Paint Products**

- 5.1 Products manufactured by **Sherwin Williams, Porter, Induron, and Tnemec** are considered acceptable by the City. Due to compatibility concerns, no product substitutions shall be allowed for the painting of the tank.
- 5.2 Prior to the commencement of any work on the project, the Contractor shall submit the chosen paint manufacturer's current color charts to the City's Representative for selection of the colors that the City desires for use in each application.
- 5.3 Under no circumstances shall the Contractor make a substitution of color, product, or manufacturer without the prior written consent of the City.
- 5.4 **Manufacturer's Literature of the epoxy, paint, coatings, and additives proposed must be included in bid submittal.**

6. **Quality Assurance of Paint Products**

- 6.1 Coating products to be used on this project shall be procured from one (1) single paint manufacturer in order to ensure total compatibility and adhesion between coats.
- 6.2 **Products specified herein are those that have been evaluated for the specific service intended. Products of the Sherwin Williams Company are listed to establish a basis of design and standard of quality. Equivalent materials of other manufacturers may be substituted only with written approval of the City.**
- 6.3 The products used on the tank should be procured from **one (1)** of the following four (4) manufacturers: **Sherwin-Williams, Porter, Induron, or Tnemec**. Each of the four (4) companies specializes in manufacturing quality paints and finish products and have a minimum of five (5) years' experience in manufacturing products for use in potable water service situations.
- 6.4 The City reserves the right to undertake the following material testing procedures at any time, during the performance of the work by the Contractor:
- 6.4.1 Engage the services of an independent testing laboratory approved by the City to sample and test the paint chosen for use by the Contractor.
- 6.4.2 Samples of the materials delivered to the work site for use by the Contractor shall be taken, identified, sealed, and certified in the presence of the Contractor.
- 6.4.3 The selected testing laboratory shall perform whatever tests are appropriate to determine any or all of the following characteristics of the submitted materials:
- | | |
|-----------------------|----------------------------------|
| • Abrasion resistance | • Apparent reflectivity |
| • Flexibility | • Washability |
| • Absorption | • Alkali resistance |
| • Leaching | • Accelerated weathering |
| • Color retention | • Accelerated yellowness |
| • Dry opacity | • Recoating |
| • Skinning | • Quantitative material analysis |

- 6.5 If test results indicate that the materials being used by the Contractor do not comply with the specified requirements, the Contractor shall be required to reimburse the City for any and all costs for the tests conducted to make the determination.
- 6.6 The Contractor may be directed to stop work on the project and remove any and all non-complying materials. If the non-complying material is the prime or undercoat and the Contractor has already painted over it, the Contractor may still be required to remove the non-compliant material in its entirety and reapply all of the coats, including any top coats which may have already been applied. It shall be the sole responsibility of the Contractor to correct any and all deficiencies in the continuity and compatibility of the various coats. **The City shall not provide any additional compensation or reimbursement compensation to the Contractor if such actions are required.**

7. **Storage of Materials**

- 7.1 The Contractor shall take any and all precautions necessary to ensure that the labor force, the work area, and the storage area are adequately protected from inhalation and fire hazards which may result from the handling, mixing, and application of paints, solvents, and other volatile chemicals.
- 7.2 A fully functional fire extinguisher of the type needed to extinguish a paint-based fire shall be provided in the storage area by the Contractor.
- 7.3 The area used for storage by the Contractor shall be maintained in a secure and protected manner by the Contractor.
- 7.4 The safety and security of any and all materials, equipment, and supplies contained in the storage area shall be the sole responsibility of the Contractor. **Under no circumstances shall the City be responsible for the loss or damage of any materials, equipment, or supplies, regardless of cause, or the replacement of or reimbursement for any materials, equipment, or supplies.**
- 7.5 The storage area utilized by the Contractor shall be maintained in a neat and orderly manner free from disorder, debris and discarded materials.
- 7.6 The area used for storage of the paint, solvents and other chemicals shall be protected from the elements and shall not be subject to freezing temperatures or excessive heat.
- 7.7 Rags which may contain oil or solvents shall be stored in a safe and proper manner that shall not pose a hazard or shall be discarded or disposed of daily in a safe and lawful manner.
- 7.8 Any and all materials delivered to the work site shall be in original, new, and unopened containers and shall bear the manufacturer's original label containing the manufacturer's name and product data.
- 7.9 Any and all materials not currently in use by the Contractor shall be contained in either the original containers or in tightly covered containers that conform to the following:
 - 7.9.1 Containers used by the Contractor for the storage of paint shall be maintained in a clean condition, free of foreign debris, materials, residue, chemicals, or water.
 - 7.9.2 Containers used by the Contractor shall be clearly and neatly marked in an indelible manner as to type of paint, color, and place to be used (external tank, internal tank, lettering, logo).

- 7.9.3 Containers used by the Contractor shall be free of external drips and/or paint chips and shall not create or cause soiling of the surrounding area when in use or in storage.

8. Painting Methods and Techniques

- 8.1 All painting work shall be performed as specified herein and shall be in accordance with the latest applicable paragraphs of the **American Water Works Association (AWWA) Standard D102-17**.
- 8.2 Any and all paints selected for this project must have received **National Science Foundation (NSF)** approval.
- 8.3 No primer or paints used shall contain any amounts of lead or chromate whatsoever.
- 8.4 Prior to the application of any paint or coating material, the Contractor shall submit to the City an affidavit from the paint manufacturer that the materials supplied comply with the requirements of the latest **AWWA Standard D102-17** and are **NSF-approved** for potable water storage tanks. All paints and coatings used shall be the products of one (1), single paint manufacturer.
- 8.5 Prior to the application of the field first coat of paint, the Contractor shall have the paint manufacturer's representative inspect and certify to the City that the surface has been properly prepared to receive the coating. This inspection shall be performed in the presence of the City's designated representative, at the City's convenience.
- 8.6 **The following Sherwin-Williams products are included as basis of design and standard of quality:**
- 8.6.1 **Interior Tank Coating System (AWWA D102-17, ICS-3)**
- a. Surface Preparation: SSPC-SP10/NACE 2 Near White Metal Blast Cleaning. After surface preparation and prior to painting or after priming, all unwelded seams and pits will be filled with Sherwin Williams Steel Seam FT910 Epoxy Patching & Surfacing Compound. The surface shall be clean and dry before painting.
 - b. Stripe Coat: Sherwin Williams SherPlate PW Epoxy with OAP applied to 4.0 – 6.0 dry mils minimum.
 - c. Second Coat: Sherwin Williams SherPlate PW Epoxy with OAP applied to 25.0 – 30.0 dry mils minimum.
- 8.6.2 **Exterior Tank Coating System (AWWA D102-17, OCS-4)**
- a. Surface Preparation: Remove all visible oil, dirt and other soluble contaminants in accordance with SSPC-SP6/NACE 3. All exterior surfaces shall be Commercial Blast Cleaned, removing all existing paint, rust, dirt, mill scale and foreign matter in accordance with The Society for Protective Coatings specification SSPC-SP6 / NACE No. 3.
 - b. First Coat: Sherwin Williams Corothane 1 GalvaPac Zinc Primer applied to 3.0 – 4.0 dry mils minimum.
 - c. Second Coat: Sherwin Williams Acrolon 218 HS Polyurethane applied to 3.0 – 6.0 dry mils minimum.
 - d. Third Coat: Sherwin Williams Fluorokem HS Urethane applied to 2.0 – 3.0 dry mils minimum.

- 8.7 The Contractor shall apply the field first coat of material to a surface that has been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration or oxidation of any type.
- 8.8 The Contractor shall allow sufficient time between successive coats to permit proper drying. The Contractor shall not recoat until the applied paint has dried to the point where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the previously applied coat. The contractor shall also use a different tint of paint for each layer to be sure to get proper coating for each of the three full coats and the third coat will match the City's selected finished color.
- 8.9 The Contractor's mixing, thinning, and application procedures shall be in full accordance with the instructions provided on the product labels and in the material supplier's instructions. All coatings shall be thoroughly mixed before use and shall be agitated often during application to maintain proper pigment suspension. Any and all deficiencies in film thickness shall be corrected by the application of additional coat(s) of paint.
- 8.10 The Contractor shall supply adequate ventilation during the application of coatings to the tank interiors and during the curing periods between coats to ensure complete removal of any and all solvent vapors from the tank. The Contractor shall provide forced ventilation to remove fumes from within the tank, and meet any and all safety precautions in accordance with **AWWA Standard D102-17**.
- 8.11 All paint applications shall be in strict accordance with **SSPC-PAL-64** and the manufacturer's instructions. All thickness readings shall be taken with a pull-off magnetic gauge such as an **Elcometers 456 Gauge** as per **SSPC-PA2-73 T**.
- 8.12 The Contractor shall coordinate all cleaning to be accomplished, including initial wash down and final wash down, with the City's Representative and all such cleanings shall be accomplished by means approved by the City's Representative.
- 8.13 Prior to receiving payment from the City, the Contractor shall submit to the City's Representative a written and signed affidavit stating that all painting work has been completed in accordance with the requirements of **AWWA Standard D102-17** and the specifications contained herein and that any and all payments have been made to any and all suppliers or subcontractors.
- 8.14 Prior to notifying the City's Representative that the painting has been completed, the Contractor shall notify the paint manufacturer's representative and arrange for an inspection of the finished project. The paint manufacturer's representative shall conduct a thorough inspection and shall notify the Contractor and the City's Representative of any and all instances where the inspection resulted in a determination that the work performed by the Contractor fails to comply with the specifications referenced herein, and shall provide a written list of any and all defects discovered. The Contractor shall immediately rectify any and all deficiencies in order to bring the work performed into total compliance with the specifications reference herein and the paint manufacturer's representative must certify that the work to rectify any deficiencies has been completed.

9. Final Inspection

- 9.1 After notice from the Contractor that the work has been completed in accordance with these specifications, and the paint manufacturer's representative has conducted a

completion inspection and provided an inspection report, the City's Representative shall arrange for and conduct a final inspection of the work.

- 9.2 The Contractor shall be notified in writing by the City of any and all instances where the work falls short of the City's specifications, requirements, and/or expectations.
- 9.3 The Contractor shall immediately correct any and all such deviations and bring the whole of the work into full and complete compliance with these specifications.

10. Sterilization and Filling of the Tank

- 10.1 The Contractor shall ensure adequate ventilation is supplied to effectively remove solvents from the tank's interior, and to provide for the proper drying and curing of the paint on the interior surfaces.
- 10.2 The interior tank surfaces shall be allowed to dry and cure a minimum of seven (7) days following the application of the final interior coat before the tank is sterilized or filled with water.
- 10.3 The Contractor shall be responsible for any and all costs associated with the proper sterilization of the tank prior to returning the tank to service.
- 10.4 The City shall provide and pay for the water used for the initial flushing and initial disinfecting of the tank.
- 10.5 The City shall also be responsible for arrangements and payment of bacteriological and volatile organic compound (VOC) testing which shall be performed prior to returning the tank to service. The tank shall not be accepted and placed into service by the City until the results of these tests are fully acceptable.
- 10.6 In the event the tank fails the initial bacteriological or VOC tests, the Contractor shall be solely responsible for any and all costs associated with re-flushing, re-disinfecting, and re-testing of the tank until such time as the tank is determined to be safe to return to service by the City.

11. Personal or Property Damage

- 11.1 Any and all claims of personal or property damage caused by the Contractor in the course of performing the work shall be reported to the City immediately upon their occurrence or immediately upon the Contractor's notification.
- 11.2 Any property damaged in any manner or in any way by the Contractor in the course of performing the work shall be repaired to equal or better than the original condition solely at the expense of the Contractor. **Under no circumstances shall the City be responsible for such damages or the repair or payment thereof.**
- 11.3 Any and all claims of property damage caused by the Contractor in the course of performing the work shall be corrected immediately and expeditiously so as not to place an undue burden upon the claimant nor upon the City.

12. Site Clean Up

- 12.1 Before the work shall be considered complete, any and all rubbish and unused materials due to or connected with the project shall be removed from the premises and disposed of in a manner satisfactory to the City and in accordance with any and all local, state and federal regulations.

- 12.2 Private and public property disturbed or damaged as a result of the performance of the work shall be restored to a condition equal to or better than the original condition prior to the commencement of work by the Contractor. This shall be accomplished solely at the expense of the Contractor.
- 12.3 Payment for the Contractor's services may be withheld until such time as any and all clean-up has been completed.

13. First Anniversary Inspection

- 13.1 The Contractor shall conduct a First Anniversary Inspection as described in **AWWA Standard D102-17**.
- 13.2 To perform the inspection, the Contractor shall furnish an experienced foreman approved by the City, and shall make the arrangements for the assistance of the paint manufacturer's representative. Any costs involved in providing the representatives shall be the sole responsibility of the Contractor.
- 13.3 The Contractor shall be solely responsible for obtaining and providing any and all rigging, tools, and equipment necessary to conduct the inspection.
- 13.4 The Contractor shall be prepared to perform minor touch-up operations as are deemed necessary during the inspection. Any and all tools, equipment, and supplies necessary for the touch-up operation shall be the sole responsibility of the Contractor.
- 13.5 Following the inspection, the Contractor shall sterilize the tank interior in accordance with the procedures outlined in **Section 10** herein. Any and all terms and conditions stipulated under **Section 10** shall be applicable.
- 13.6 The Contractor shall prepare and deliver to the City a comprehensive inspection report covering the First Anniversary Inspection. The report shall clearly define and detail each of the following:
 - 13.6.1 The numbers and types of failures observed by the inspectors.
 - 13.6.2 The percentage of the surface area where failures have occurred.
 - 13.6.3 Color photographs of deficiencies before and after repair/repainting shall be included in the report and referenced therein.
 - 13.6.4 The names and titles of the persons conducting the inspection in the presence of paint manufacturer's representative and the City's representative.
 - 13.6.5 The First Anniversary Inspection Report shall be signed by an official of the Contractor's company and duly notarized.
- 13.7 The City shall withhold five percent (5%) of the Contract award price to serve as Retainage. The withheld Retainage shall not become due and payable until such time as the First Anniversary Inspection has been conducted by the Contractor and has received the City's full approval. If for any reason, the Contractor fails to conduct the First Anniversary Inspection or the work performed fails to pass the First Anniversary Inspection, the Retainage shall be sacrificed by the Contractor and shall become due and payable to the City.

14. Written Guarantee

- 14.1** The Contractor shall provide the City with a written guarantee that clearly states that all work was performed in accordance with the City's specifications and the standards stipulated herein, and shall guarantee the work against defects due to premature material failure, faulty workmanship, and improper application of materials which may appear for a period of no less than three (3) years following the City's final acceptance of the completed work.
- 14.2** The written guarantee must cover any and all supplies, equipment, material, and labor that are necessary to correct any and all defects which may occur during the term of the guarantee.

15. Terms and Conditions

- 15.1** The Contractor shall have 45 working days to complete all work specified. For every day over the 45 days, the Contractor shall be charged one percent [1%] of the total bid price, per day, unless the Contractor supplies, in writing to the City of Staunton, an acceptable reason for the delay in the completion of the job.
- 15.2** The Contractor may choose to work weekends if prior arrangements are satisfactorily made with the City Representative, Nathan Simmons.
- 15.3** The Contractor shall begin work as early as possible after contract award but no sooner than **April 6, 2020** unless granted prior **written** approval from the City of Staunton.
- 15.4** The Contractor shall not make any alterations of any form to the tank without receiving prior **written** approval from the City of Staunton.
- 15.5** The Contractor must meet all Virginia Department of Labor and U.S. Occupational Safety and Health Administration (OSHA) requirements.
- 15.6** **The Contractor's bid must include documentation of the Contractor's Hazardous Communications Program and Confined Space Program.**
- 15.7** The Contractor must provide a certificate of insurance, performance bond, and payment bond (See Article 2, General Conditions, and Item 12 – Information for Bidders) to the City of Staunton prior to Contract signing. All must be written on companies licensed to do business in the State of Virginia.

Bid Schedule

Invitation to Bid Posted	February 11, 2020
Pre-Bid Appointment to Survey Tank Deadline	February 28, 2020
Questions Submission Deadline	March 3, 2020 at 2:00 p.m.
Addenda and Questions & Answers Posted	March 6, 2020 by 5:00 p.m.
Bid Submission Deadline	March 19, 2020 by 2:00 p.m.

PROCUREMENT GUIDELINES

A. CHARGES AND PAYMENTS

1. To Prime Contractor:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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).

2. Payment to Subcontractors:

- a. An offeror awarded a contract under this solicitation is hereby obligated:
- b. 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
- c. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- d. 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.

B. TESTING AND INSPECTION

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.

C. ASSIGNMENT OF CONTRACT

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

D. DEFAULT

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.

E. TAXES

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.

F. INDEMNIFICATION

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.

G. LIABILITY AND LITIGATION

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.

H. COPYRIGHTS

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.

I. AWARDING THE CONTRACT

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.

The evaluation process shall be based upon the criteria identified in **Section B** of this Invitation to Bid. The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The Invitation to Bid shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Invitation to Bid and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

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>

J. PUBLIC INSPECTION OF PROCUREMENT RECORDS

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:

2. Public inspection of certain records:

a. 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.

- b. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- c. 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.
- d. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- e. 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
 - a) invoke the protections of this section prior to or upon submission of the data or other materials,
 - b) identify the data or other materials to be protected, and
 - c) state the reasons why protection is necessary.

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

K. ETHICS IN PUBLIC CONTRACTING

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.

L. FORUM SELECTION

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.

M. PROMPT PAYMENT ACT

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.

N. REJECTION OF BIDS

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.

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

O. COSTS FOR BID PREPARATION

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.

P. APPROPRIATIONS

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.

Q. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

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. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

R. ANTITRUST

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.

S. QUALIFICATIONS OF (BIDDERS/OFFERORS)

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.

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.

T. CANCELLATION OF THE CONTRACT

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.

U. AVAILABILITY OF FUNDS

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.

V. SELECTION PROCESS/AWARD

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.

W. SAFETY AND OSHA STANDARDS

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.

X. MODIFICATION & WITHDRAWAL OF BID

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."

Y. CONTRACT TERM

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.

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.

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

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.

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

Z. COMPENSATION AND RECORD KEEPING

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.

AA. PAYMENT

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

BB. BID BOND

The required Bid Bond shall be submitted on the City of Staunton’s Bid Bond form (Attachment BB) provided in this bid package.

CC. PERFORMANCE AND PAYMENT BONDS

Successful contractor agrees to provide a performance bond (Attachment PB) and a payment bond (Attachment PYB) for any contract signed which exceeds \$50,000. When required, performance bonds and payment bonds shall be submitted on the City of Staunton’s bond forms provided in this bid package (Attachment PB and Attachment PYB).

DD. BID ADDENDA

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.

EE. INSURANCE REQUIREMENTS

Insurance shall be in amounts not less than \$2,000,000 General Liability, \$1,000,000 Worker’s Comp, and \$1,000,000 Vehicle 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 SCS as an additional insured.

FF. CONTRACT TERMINATION

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.

GG. DEBARMENT STATUS

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.

HH. CONTRACTOR UNDERSTANDING

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.

II. DRUG-FREE WORKPLACE

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

1. provide a drug-free workplace for the contractor's employees;
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;
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
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.

JJ. NON-DISCRIMINATION

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

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

KK. PERMITS AND LICENSES

Any required City permits must be obtained by the contractor but will be provided at no cost. 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.

LL. NEGOTIATION WITH SUCCESSFUL BIDDER

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.

MM. 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.

NN. 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)

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

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 as (Attachment E) and submit the certification contemporaneously with the executed Contract.

ATTACHMENT BB**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and
_____ as Surety, are hereby held
and firmly bound unto _____ as Owner in
the penal sum of _____ for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ 2019

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain bid attached
hereto and hereby made a part of hereof to enter into a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

Seal

ATTACHMENT CIR**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: _____

ATTACHMENT PB
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and _____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto _____

(Insert Name and Address of Owner)

as Oblige in the amount of: _____ dollars (\$_____)
(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2019,
entered into a Contract with Owner for:

Staunton, Virginia
(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications

and Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

- a. The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- b. Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2) before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.
- c. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 2019

In the presence of:

_____(SEAL)
PRINCIPAL

WITNESS

BY TITLE

SURETY

WITNESS

Surety: (Attach power of attorney)

BY TITLE

CONTRACTOR'S PERFORMANCE BOND
Project: _____

ATTACHMENT PYB

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and _____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Insert full name or legal title and address of Owner)

as Obligee for the use and benefit of claimants as herein below defined in the amount of: _____
_____ (\$_____).

(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2019,
entered into a Contract with Owner for:

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by: _____

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonable required for use in the performance of the Contract, then this obligation shall be void. Otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- a. A Claimant is defined as one having a direct contract with the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- b. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work of labor was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- c. Any suit or action hereunder by any claimant:
 1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
 2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 2019,
in the presence of:

_____(SEAL)
PRINCIPAL

WITNESS

BY TITLE

_____(SEAL)
SURETY

WITNESS

BY TITLE

Surety:
(Attach power of attorney)

CONTRACTOR'S LABOR AND MATERIAL
PAYMENT BOND
Project _____

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: _____

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

_____ Years _____ Months

- 4) Vendor Information:

Vendor SCC Registration #: _____

- 5) 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: _____