

DEPARTMENT OF FINANCE

INVITATION TO BID

February 14, 2020

BID TITLE: Water Treatment Plant Epoxy Coating

BID #: C00220

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

MANDATORY PRE-BID MEETING: Yes. Onsite, February 28, 2020 at 2:00 p.m.

BID BOND REQUIRED: Yes

City of Staunton is requesting sealed bids from qualified contractors to supply all material, equipment, labor, surface preparations and supervision to epoxy coat ceilings, beams and columns in filter bays at the Water Treatment Plant (WTP), located at 1907 Craigmont Road, Staunton VA. Epoxy coating project shall be performed in eight separate phases (one filter bay at a time).

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 #C00220 -- WTP EPOXY COATING”**, 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 to 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
Provide all materials, equipment, labor and supervision to perform surface preparations, prime, and coat ceiling, beams and columns WTP in <u>2nd floor filter bays</u> . <u>Bid Item A</u>	\$ _____
Provide all materials, equipment, labor and supervision to perform surface preparations, prime, and coat walls, beams and columns WTP in <u>1st floor pipe galleries</u> . <u>Bid Item B</u>	\$ _____
Repair and or replace as needed the drywall around 6- (6) windows <u>2nd floor filter bays</u> . <u>Bid Item C</u>	\$ _____
Provide all materials, equipment, labor and supervision to perform surface preparations, prime and paint overhead pipes in <u>1st floor pipe galleries</u> . <u>Bid Item D</u>	\$ _____
TOTAL:	\$ _____
Warranty: _____	

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: _____

**WATER TREATMENT PLANT
EPOXY COATING AND DRY WALL REPAIRS
SPECIFICATIONS**

The City of Staunton is seeking bids from qualified contractors to supply all material, equipment, labor, surface preparations and supervision to epoxy coat approximately 14,000 sq. ft. of ceilings, beams and columns in filter bays, pipe galleries and repair drywall around six- (6) windows at the Water Treatment Plant (WTP), located at 1907 Craigmont Road, Staunton VA. This building currently has lead-based paint. Any contractor submitting a bid on this project must provide proof that they are EPA-certified to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89. Epoxy coating project shall be performed in eight separate phases (one filter bay at a time). Any questions regarding the specifications should be directed to **Tim Powell, Facility Services/Refuse Superintendent**, powelltc@ci.staunton.va.us.

All interested contractors are required to visit the job site prior to submitting bids. At the time bids are received, each contractor will be presumed to have inspected the specified areas and to have satisfied himself/herself as to the nature and location of the work, the character of the equipment and facilities needed preliminary to and during the execution of the work, general conditions and all other matters which in any way affect 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.

NOTE: For bid to be considered complete, all required documentation must be included in the bid package. **See requirements listed in items I-1 and I-3 in General Specifications and Bid Bond (Attachment BB at the end of the Bid Package.)**

PLEASE NOTE: There will be a **MANDATORY PRE-BID MEETING** on site, on February 28, 2020 at 2:00 p.m.

Bid Schedule

Invitation to Bid Posted	February 13, 2020
Mandatory Pre-Bid Meeting	February 28, 2020 at 2:00 p.m.
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.

GENERAL SPECIFICATIONS

I. EPOXY COATING - BID ITEMS A & B

1. This building currently has lead-based paint. Any contractor submitting a bid on this project must provide proof that they are EPA-certified to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89. **All work will be performed in accordance with EPA guidelines for**

conducting lead-based paint renovation, repair, and painting activities, pursuant to 40 CFR Part 745.89.

2. All work shall be performed during normal working hours Monday through Friday 7:30 AM to 4:00 PM. Any work scheduled over weekends or holidays must be approved three (3) days in advance by Seth Hoilman, Water Treatment Plant Supervisor 540-332-3961.
3. Contractor shall provide a listing of previous clients that may be contacted as a reference. The contractor must have a minimum experience of three (3) projects of similar size and complexity that have been completed within the last two (2) years using Sherwin-Williams MACROPOXY or similar epoxy coatings. Include customer name, project description and telephone number.
4. Provide all material, equipment, labor, tools, masking/drop cloths, ladders and scaffolding etc., and services required for lead abatement/containment, surface preparations and application of the Sherwin Williams, Marine Coating, MACROPOXY 646, Fast Cure Epoxy in accordance with the manufacturer's specifications. The Contractor shall take all precautions necessary to prevent any over-spray/splashing on all surfaces not requiring coating such as lights, doors, windows, hardware, catwalks and concrete substrates etc., and shall be liable for all damages to public and private property.

Note: The Water Treatment Plant must continue to operate at 100% capacity at all times. Only one (1) filter basin at a time shall be shut down and drained to facilitate work. Minimum completion time for each basin shall not exceed Ten (10) calendar days. All work shall be coordinated with Seth Hoilman, Water Treatment Supervisor, within 48 hours of commencing work at 540-332-3961.

5. The contractor shall examine all surfaces to be epoxy coated and report any/all unsatisfactory conditions in writing to the City. The report will include recommendations for surface preparations and priming as required by the product manufacturer to ensure proper bonding and/or to prevent discoloration caused by stains. The contractor will list all proposed equipment/products to be used and a timeframe for installation.
6. The contractor shall be responsible for containing the work area. Before beginning surface preparations the contractor must isolate each basin so that no dust or debris leaves the work area while the work is being performed. In addition, the contractor must maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced, and taking any other steps necessary to ensure that no dust or debris leaves the work area while paint removal is being performed. The contractor must also ensure that containment is installed in such a manner that it does not interfere with the building occupants and egress in an emergency.

Note: All steps necessary must be taken to protect the filter media materials from damage by overlaying the area with minimum ½" plywood or Oriented Strand Board (OSB). Plywood/OSB must be installed under plastic containment materials.

7. Minimum surface preparations shall include, Hand-Tool cleaning to remove any loose or scaling paint, dirt, oils, grease and any other foreign materials as per product manufacturer's recommendations. After surface preparations and before application of primer coat, authorized city personnel and an authorized Sherwin Williams Product Representative must inspect all areas.

Note: For warranty purposes, it is the contractor's responsibility to coordinate all inspections such as surface preparations, primer and finish coat applications with Tim Powell and an authorized Sherwin Williams Product Representative.

8. Primer coat shall be one (1) coat of Sherwin Williams, Loxon, Concrete & Masonry Primer/Sealer A24W8300 and installed in accordance with Sherwin Williams recommendations and specifications. After primer coat and before application of finish coat, authorized city personnel and an authorized Sherwin Williams Product Representative must inspect all areas. (See appendix "A" for Product Information and Application Bulletins.)

Note: Spray application will not be allowed. Minimum dry time before finish coat application shall be twenty four (24) hours.

9. Finish coat shall be one (1) coat of MACROPOXY 646 Fast Cure Epoxy, Mill White, colored to Medici Ivory SW7558, and installed in accordance with Sherwin Williams recommendations and specifications. (See appendix "B" for Product Information and Application Bulletins.)

Note: Spray application will not be allowed.

II. DRY WALL REPAIRS - BID ITEM C:

1. The Contractor shall provide all materials, tools, equipment, and labor necessary to fix, replace, patch, paint and do all the necessary works to repair the affected dry walls around the windows surrounding filter basins #1 and #2 on the 2nd floor. The contractor shall perform all the necessary measures to restore their original shape and to minimize the possibility of reoccurrence of the cracks.
2. Fix and/or replace all affected mildew or damaged dry wall boards with the same thickness as the original boards.
3. Primer and Epoxy Coating products shall be contractor furnished. Primer product shall be Zinsser, Mold Killing Primer, White. (See appendix "C" for Product Information and Application Bulletins). Finish coat shall be MACROPOXY 646 Fast Cure Epoxy, Mill White, colored to Medici Ivory SW7558 as stated in item #9, appendix "B" above.

Note: Spray application will not be allowed.

4. Deliver materials in original packages bearing brand name and identification of manufacturer or supplier keeping them dry and protected against damage. Neatly stack gypsum boards flat to prevent sagging. Handle gypsum board with care to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage corner bead and trim.
5. Provide fasteners of type, material, size, corrosion resistance, holding power and other properties required to fasten drywall to steel framing and furring members securely to

- substrates involved; complying with the recommendation of gypsum drywall manufacturer for application indicated.
6. Provide gypsum drywall board in maximum lengths available to minimize end- to-end joints and seamed with regular type. Tapered or tapered and feathered (rounded or beveled) for pre-filling with minimal thickness of (16 mm).
 7. Corner bead and Edge Trim shall comply with ASTM C 1047 and shall be sheet steel zinc coated by hot dip process or sheet steel coated with zinc by hot dip or electrolytic processes, or with aluminum edge trim.
 8. Joint Compounds shall be factory prepackaged formulation which develops greatest bond strength and crack resistance and is compatible with other joint compounds applied over it. Ready-Mix compounds shall be a factory-premixed product. Taping compound formulated for embedding tape and for first coat over fasteners and flanges of corner beads and edge trim.
 9. Examine substrates to which drywall construction attaches or abuts, preset structural framing with installer present for compliance with requirements for installation tolerances and other conditions affecting performance of drywall construction. Do not proceed with installation until unsatisfactory existing conditions have been corrected.
 10. Remove / do not install imperfect, damaged boards. Butt boards together for a tight contact at edges and ends with not more than 1/16 inch (1.59 mm) open space between boards. Do not force into place.
 11. Position joints so that like edges abut, tapered edges against tapered edges and mill cut or field cut ends against mill cut or field cut edges or ends.
 12. Attach gypsum board to steel framing so that leading edge or end of each board is attached to open (unsupported) edge of stud flange first. Space fasteners in gypsum boards in accordance with referenced gypsum board application and finishing standard and manufacturer's recommendations. Locate all screws 12 inch (304 mm) on center.
 13. Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, penetrations; fastener heads, surface defects and elsewhere as required. Pre-fill open joints and rounded or beveled edges, if any, using setting type joint compound. Apply joint tape between gypsum boards, except where trim accessories are need.
 14. Finish interior gypsum wall board by applying the joint compound in three coats (not including pre-fill of opening in base), and sand between coats and after last coat.
 - a. Embedding and first coat: Setting type joint compound.
 - b. Fill (second) coat setting type joint compound.
 - c. Finish (third) coat: ready mix drying type all purpose or topping compound.
 15. Contractor shall clean up and haul away all debris created by this job daily. At the completion of the finish coat application, remove any spattered joint compounds by washing, scraping, or other methods to the surfaces not requiring painting. Do not scratch or damage adjacent finished surfaces.

16. Primer and Epoxy Coating products shall only be applied as to the manufacturer's specifications and/or recommendations but in no case should they be applied outside of the following conditions.

- **Apply primers and coatings only when temperature of surfaces to be primed/coated and the ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).**
- **Do not apply primer and coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.**

III. PIPE PAINTING - BID ITEM D:

1. The contractor shall provide all labor, materials, equipment, tools, masking/drop cloths and services required for all surface preparations and application of the selected primer and paint products to approximately 150 feet of the green 24" and 18 inch of overhead pipes located the in pipe galleries on the 1st floor. This work shall be in accordance with the manufacturer's specifications and/or recommendations and as stated herein, (see item #6 and #7 for selected products).
2. Contractor shall take all precautions necessary to prevent any over-spray/splash on all surfaces not requiring painting and shall be liable for all damages to public and private property.
3. Specified paint product may be applied over surfaces previously painted with oil/alkyd or acrylic paints. Contractor shall remove all mildew, dirt, grease, loose rust and loose peeling or flaking paint from all surfaces, spot prime bare areas with specified primer and allow to completely dry before applying finish coat. **No primer is required if existing paint is in sound condition and of uniform porosity (see #4 below).** Contractor shall clean by washing with detergent and water and/or pressure wash as required, rinse completely and allow to thoroughly dry. Glossy surfaces shall be sanded using fine grit sandpaper.
4. After surface preparations are complete and before applying primer product, the contractor shall examine all surfaces and report all unsatisfactory conditions in writing to the City. The report shall include recommendations for additional surface preparations or priming requirements needed to ensure bonding and/or to prevent discoloration caused by stains. Once surface preparations have been inspected and approved by designated city representative the contractor will then prime all surfaces accordingly.
5. Primer and Paint products shall only be applied as to the manufacturer's specifications and/or recommendations but in no case should they be applied outside of the following conditions.
 - **Apply primers and paints only when temperature of surfaces to be primed or painted and the ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).**
 - **Do not apply primer or paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.**

6. **Primer Product, (Appendix “D”).** Benjamin Moore, SUPER SPEC HP, Alkyd Metal Primer P06-01, (MIP#79), white and color matched to Benjamin Moore, Cool Aqua (2056-40). Apply one heavy coat going from unpainted to painted areas as per manufacturer’s specifications and/or recommendations ensuring all bare surfaces, corners, crevices, bolts, welds, and sharp edges, etc., are primed to prevent moisture intrusion and ensure rust inhibition. Allow minimum sixteen-(16) hours drying time before finish coat is applied. Primer coat must be inspected and approved by designated city representative prior to application of finish coat.
7. **Paint Product, Finish Coat, (Appendix “E”).** Benjamin Moore, SUPER SPEC HP, Urethane Alkyd Gloss Enamel P22-08, (MIP#79), white and color matched to Benjamin Moor Cool Aqua (2056-40). Apply one heavy coat over the entire surfaces requiring painting form edge to edge and corner to corner including but not limited to, crevices, bolts, welds, and sharp edges, etc., to ensure a complete and even coat that is free of defects and visually pleasant. If second coat of finish product is required allow sixteen-(16) hours drying time before second coat is applied. Finish coat must be inspected and approved by designated city representative prior to final payment.
8. All materials must arrive on the job site in unopened containers properly labeled with the manufacturer's name and product identification. Notice by telephone must be provided at least 24 hours prior to delivery to Seth Hoilman, Water Treatment Plant Supervisor 540-332-3961.
9. Documentation must be provided to ensure that materials have been manufactured within the time limits required by the manufacturer for the recommended shelf life of each product.
10. Materials must be stored out of the weather and in their original, tightly sealed containers or unopened packages as to the manufacturer’s specifications and/or recommendations. Safety Data Sheets for all materials shall be filed with Seth Hoilman, Water Treatment Plant Supervisor no later than the day of delivery to the job site.
11. Contractor shall clean up and haul away all debris created by this job daily. At the completion of the finish coat application, remove any spattered paints by washing, scraping, or other methods to the surfaces not requiring painting. Do not scratch or damage adjacent finished surfaces.

CONTRACT CONDITIONS:

1. Contractor shall provide specific environmental requirements, if any, which the City will need to meet prior to starting the work, e.g., power or space needs which it the City must provide.
2. Contractor shall provide all warranties for both Sherwin-Williams and Benjamin Moore Products against material defects, appearance, workmanship and performance. Warranties must be of industry standards and will not commence for the finished product until the product manufacturer has given the successful contractor written acceptance of the product and its application before final payment is made.

3. If applicable, following application of the approved marine epoxy coating products and at no additional cost to the City, the contractor shall provide on-site training for City staff in the care, cleaning and maintenance of the finished product.
4. All paperwork, including but not limited to, brochures, samples and marine epoxy coating specifications, shall be provided to the City upon completion and before final payment is made.
5. Contractor shall broom clean work site daily as required to prevent contamination of the other filter basins still in operation.
6. Contractor shall clean up and haul away all debris created by this project before final payment is made.
7. Building permit is not required; however, the contractor shall obtain the required business license from the City of Staunton Commissioners of Revenue's Office located at 116 West Beverley Street,, Staunton, prior to beginning work.
8. Appropriate City personnel will make payment for all work only after final approval of the completed work.
9. A tax-exempt certificate will be provided to the successful contractor.

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. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This bid indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the bid(s) that best suits the needs of the City.

The specific requirements for the contents of bids are contained in the bid. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the bid to better suit the needs of the City.

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

J. 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>

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. ADDITIONAL FEDERAL GRANT PROVISIONS

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

S. CONTRACTOR REGISTRATION

If a contract is for construction, removal, repair, or improvement of a building or other real property, bidders, whether residents or nonresidents of Virginia, will be required to show evidence of a certificate or registration as required by Chapter 7 of Title 54 of the Code of Virginia before their Bids will be considered. If a Bid is \$120,000 or more, or if the Contractor's annual volume is \$750,000 or more, the Contractor must be licensed as a "Class A Contractor." If a Bid is \$7,500 or more but less than \$120,000, the Contractor must be licensed as at least a "Class B Contractor". If a Bid is \$1,000 or more but less than \$7,500, the Contractor must be licensed as at least a "Class C Contractor". The Bidder shall place license on the outside of the envelope containing the Bid and shall place license in the Bid, at the place provided, whichever of the following notations is appropriate:

"Licensed Class A Virginia Contractor No. _____"

"Licensed Class B Virginia Contractor No. _____"

"Licensed Class C Virginia Contractor No. _____"

"Contract is less than \$1,000 therefore licensure is not required."

T. 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/>.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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/offers.

Z. 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.

AA. 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."

BB. 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.

CC. 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.

DD. PAYMENT

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

EE. BID BOND

The required Bid Bond shall be in the amount of 5% and shall be submitted on the City of Staunton’s Bid Bond form (Attachment BB) provided in this bid package.

FF. 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).

GG. 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.

HH. INSURANCE REQUIREMENTS

Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list SCS as an additional insured.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. 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.

OO. 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.

PP. 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.

QQ. 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)

RR. 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 Obligee 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

BY TITLE

Surety: (Attach power of attorney)

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 Oblige 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 many 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: _____