

DEPARTMENT OF FINANCE

INVITATION TO BID

March 2, 2020

BID TITLE: Routine And Emergency Construction Services

BID #: C00320

BID OPENING DATE: March 26, 2020 at 2:00 PM

MANDATORY PRE-BID MEETING: No

BID BOND REQUIRED: No

The City of Staunton is seeking bids from qualified contractors to provide routine and emergency construction services as specified herein on a task order basis for a period of one (1) calendar year and renewable for 2 additional 1-year periods. Work may include maintenance, repair, construction, and new installation of water, sanitary sewer, and storm drain lines and appurtenances at various locations within or near the City. Emergency work will require response within 3 hours of notification. Questions regarding the specifications for this bid should be directed to Lyle Hartt, P.E., Utilities Operations Engineer at (540)-332-3892.

Please quote lowest price and best delivery on items listed. Advise what discount, if any will be allowed for payment within a specified time. Terms and delivery date must be specified.

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

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

All bids must be submitted in a sealed envelope plainly marked, Bid No. **“C00320 – ROUTINE AND EMERGENCY CONSTRUCTION SERVICES”**, 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

NOTE: Contractors may choose to bid on Section A only, Section B only, or both Sections A and B. Failure to offer pricing in either Section A or B will not eliminate contractor from consideration. Award will be by Section (Sum of Items 1 and 2 in each Section). All contractors must include costs for Materials in Section C. All billing will be in accordance with rates provided herein.

SECTION A – ROUTINE SERVICES:

<u>Item No.</u>	<u>Description</u>	<u>Hourly Rate</u>	<u>Total Item Hourly Rate</u>
1.	Labor and Supervision		
	a. Foreman	\$ _____	
	b. Backhoe Excavator / Operator	\$ _____	
	c. Truck Operator	\$ _____	
	d. Laborer	\$ _____	
Total Item 1 (Items a through d):			\$ _____
2.	Equipment		
	a. Backhoe	\$ _____	
	b. Mini Excavator	\$ _____	
	c. Dump Truck	\$ _____	
	d. Skid Steer Loader	\$ _____	
	e. Crew Pickup Truck	\$ _____	
	f. Air Compressor	\$ _____	
	g. Miscellaneous Air / Power Tools	\$ _____	
	h. Plate Tamper	\$ _____	
	i. Hand Tools, Traffic Control, Signage	\$ _____	
Total Item 2 (Items a through i):			\$ _____
TOTAL SECTION A HOURLY RATE BID (ITEMS 1 & 2):			\$ _____
3.	Flagman, as needed (rate is for one VA Certified flagman only.)	\$ _____	/hr
4.	Non-routine rock excavation requiring rock breaker, if needed	\$ _____	/hr
5.	Sewer bypass pumping equipment	\$ _____	/hr

SECTION B – EMERGENCY SERVICES – 3 HOUR RESPONSE TIME:

<u>Item No.</u>	<u>Description</u>	<u>Hourly Rate</u>	<u>Total Item Hourly Rate</u>
1.	Labor and Supervision		
	a. Foreman	\$ _____	
	b. Backhoe Excavator / Operator	\$ _____	
	c. Truck Operator	\$ _____	
	d. Laborer	\$ _____	
	Total Item 1 (Items a through d):		\$ _____
2.	Equipment		
	a. Backhoe	\$ _____	
	b. Mini Excavator	\$ _____	
	c. Dump Truck	\$ _____	
	d. Skid Steer Loader	\$ _____	
	e. Crew Pickup Truck	\$ _____	
	f. Air Compressor	\$ _____	
	g. Miscellaneous Air / Power Tools	\$ _____	
	h. Plate Tamper	\$ _____	
	i. Hand Tools, Traffic Control, Signage	\$ _____	
	Total Item 2 (Items a through i):		\$ _____
	TOTAL SECTION A HOURLY RATE BID (ITEMS 1 & 2):		\$ _____
3.	Flagman, as needed (rate is for one VA Certified flagman only.)	\$ _____	/hr
4.	Non-routine rock excavation requiring rock breaker, if needed	\$ _____	/hr
5.	Sewer bypass pumping equipment	\$ _____	/hr

SECTION C – MATERIAL COSTS:

1.	Stone backfill for utility cuts under streets and sidewalks or bedding for utility appurtenances		
	VDOT 21A stone	\$ _____	/ton
	VDOT 57 stone	\$ _____	/ton
2.	Flowable fill for major street backfill	\$ _____	/CY
3.	Topsoil for yard restorations	\$ _____	/CY

4.	Straw for yard restorations	\$	/bale
5.	Kentucky #31 tall fescue grass seed	\$	/lb.
6.	Cold patch mix for temporary patching	\$	/ton
7.	Silt fence installation and stakes	\$	/LF
8.	Erosion control (straw) matting	\$	/SF
9.	Construction Entrance stone	\$	/ton

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: _____

STATE CONTRACTOR LICENSE NO. / TYPE: _____

VIRGINIA SCC #: _____ FEDERAL ID #: _____

EMAIL: _____

DATE: _____ PHONE: _____ FAX: _____

ROUTINE AND EMERGENCY CONSTRUCTION SERVICES SPECIFICATIONS

The City of Staunton is seeking bids from qualified contractors to provide routine and emergency construction services as specified herein on an “as needed” basis for a period of one (1) calendar year. Work may include maintenance, repair, construction, and new installation of water, sewer, and storm drain lines and appurtenances at various locations within or near the City. Emergency work will require response within 3 hours of notification.

Bid Questions and Addenda: All questions must be submitted **in writing** to Lyle Hartt, Utilities Operations Engineer at harttlm@ci.staunton.va.us no later than 2:00 p.m., March 13, 2020. Prior to submitting their bids, it is the contractor’s responsibility to check the City of Staunton website (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation to Bid. Any addenda and all questions and answers will be posted to this site by close of business on March 16, 2020.

Bid Schedule

Invitation to Bid Posted	March 2, 2020
Questions Submission Deadline	March 13, 2020 at 2:00 p.m.
Addenda and Questions & Answers Posted	March 16, 2020 by 5:00 p.m.
Bid Submission Deadline	March 26, 2020 by 2:00 p.m.

Section A – Routine Services

Contractor shall install, repair, or replace water lines and appurtenances, sanitary sewer lines and appurtenances, storm drain lines and appurtenances, and other related work at various locations within or near the City on a routine, task order basis as requested by the City.

- 1) All work shall be done under the direction of the appropriate City Public Works Department Superintendent or their designee.
- 2) The Contractor shall submit a detailed written proposal to the appropriate Superintendent for all work requested by the City Public Works Department for its review and approval prior to beginning any work on any project. Submitted proposals shall clearly indicate and list **all** proposed labor, materials, equipment, supervision, and costs required for the work.
- 3) Proposals for water and sewer work shall be submitted to the Utilities Operations Engineer, Lyle Hartt. Proposals for storm drain work shall be submitted to the Streets Superintendent, Steve Yancey.
- 4) No work on any project shall commence prior to receiving written approval and authorization from the City. Written approval and authorization for routine services will be in the form of a City Purchase Order.
- 5) The Contractor shall provide all necessary labor, equipment, and supervision in accordance with the unit prices set forth in Section A of the Bid Form. The Contractor shall provide a competent foreman for all work. Labor, materials, equipment, and supervision required by the

work, but not listed on the Bid Form, shall be clearly listed and described on the Contractor's proposal for the work. **The City will NOT provide any additional compensation or reimbursement compensation for any labor, materials, equipment, or supervision used by the Contractor without having received prior written approval and authorization by the City.**

- 6) Prior to beginning any work on any project, the Contractor shall provide the City a schedule of the parts and materials required, with quantities and sizes required, for the proposed work. The City shall provide standard parts and materials such as utility pipe (including ductile iron, PVC, etc.), copper or plastic tubing, meter boxes, check valves, shut-off valves, gate valves, valve boxes, fire hydrants, manhole frames and covers, sewer cleanouts, cleanout covers, and related parts and fittings for the work with the following exceptions:

Unless otherwise directed by the City, the Contractor shall provide and install materials required for the following:

- **Field-formed concrete structures,**
- **Precast concrete structures,**
- **Excavation backfill,**
- **Surface restoration**

- 7) Contractor must adhere to all requirements in Section D below.

Section B – Emergency Services

When requested, the Contractor shall assist Public Works personnel in emergency repair and restoration activities for water lines and appurtenances, sewer lines and appurtenances, and storm drain lines and appurtenances or other related emergency work at various locations within the City. Typical services may include repairing water line breaks, unclogging sewer blockages, providing bypass pumping, clearing storm drains, repairing storm related damages, clearing storm related debris, protecting property, and assisting with traffic control.

- 1) The Contractor shall provide emergency services within 3 hours of notification. These services shall be available 24 hours per day including weekends and holidays, in accordance with the unit prices set forth in Section B of the Bid Form.
- 2) Contractor must ensure that personnel and equipment are available and that initial contact with Contractor can be made within the first hour. Successful contractor must provide the City with a cell phone contact name and number that is available 24 hours per day. Failure to respond within the times lines set forth herein may constitute cause to cancel the contract.
- 3) The City will provide parts and materials for emergency repairs as available. Should undefined or unavailable parts or materials be required, the Contractor and City shall discuss and agree to the procurement, supply, and delivery of said parts and materials prior to commencement or continuation of the work.
- 4) The City Public Works Department Superintendents or their designees will provide necessary site supervision for all responding emergency Contractors for work to be assigned to the Contractor once on site.

5) Contractor must adhere to all requirements in Section D below.

Section C – Materials

Contractor shall provide all materials listed in Section C of the Bid Sheet at the prices listed, for the duration of the contract.

- Stone backfill shall be VDOT 21A for utility cuts located under streets and sidewalks and VDOT 57 or VDOT 21A for bedding for utility appurtenances, per City Standards and Specifications, unless otherwise directed by the City.
- Flowable fill for major street backfill as directed by the City.
- Topsoil for yard restorations – topsoil shall be free of rock and other materials unsuitable for this purpose.
- Straw for yard restorations
- Kentucky #31 tall fescue grass
- Cold patch mix for temporary patching
- Silt fence installation and stakes
- Erosion control (straw) matting
- Construction Entrance stone

The Contractor shall also provide and install materials required for field-formed concrete structures, precast concrete structures, excavation backfill, and surface restoration unless otherwise directed by the City.

Section D – General Requirements

- 1) Contract period shall be for one (1) year from date of award. Purchase orders shall be issued to cover all work performed. Multiple purchase orders may be issued during the Contract period.
- 2) The City reserves the right to renew this Contract for two additional one (1) year periods, if so desired and agreed upon by both parties, depending upon negotiated fee. Price adjustments at each renewal period will be with the approval of the City based on documentation submitted by the Contractor but in no case shall exceed the change in the Consumer Price Index for All Wage Earners for this region. The City reserves the right to re-solicit bids from other contractors after each one (1) year period.

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 by the City of Staunton.

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

- 3) The City reserves the right to negotiate additional work at the same hourly rates bid for one full year from the date bids are opened and, if renewed, for one full year from the date of each renewal. The City of Staunton reserves the right to award work to more than one Contractor if in the best interest of the City.
- 4) Contractor invoicing shall be in accordance with bid items, e.g., hourly rates, materials, and equipment shall be identified on each invoice. Contractor-supplied materials such as gravel and flowable fill shall have backup for billing such as gravel ticket or concrete ticket specifying the job and quantity used. Other Contractor supplies such as topsoil, straw, and seed shall be verified by the City inspector for each job on which these materials are used.
- 5) All work shall adhere to City of Staunton Engineering Design and Construction Standards and other applicable standards as appropriate to the work being performed.
- 6) Contractor shall guarantee the repair and maintenance of any failure of work for a period of one (1) year whether due to faulty materials (for those materials supplied by the Contractor) or any workmanship at no additional cost to the City.
- 7) Contractor shall comply with all OSHA and VIOSH requirements in effect at time work is performed.
- 8) Contractor shall contact VA811 (Miss Utility) 48 hours before conducting any excavation.
- 9) All work and construction sites must adhere to City and State Erosion and Sediment Control Requirements. All on-going construction sites must be properly secured with respect to erosion and sedimentation controls after each business day.
- 10) All work in City Right-of-Way must have proper signage and appurtenances for traffic control based on the latest MUTCD and VDOT standards. The Contractor shall secure each work site at the end of each work day to protect the public.
- 11) The Contractor shall be responsible for securing their own material and equipment storage areas for each work site. The Contractor shall be responsible for securing their own disposal site and method for all unused excavated material. Any steel or metal appurtenances owned by the City that are replaced by the Contractor shall be returned to the City by the Contractor.
- 12) The Contractor shall restore the surface above all utility cuts in streets in accordance with the City's Design and Construction Standards and Details. The Contractor shall ensure trench backfill in streets is maintained throughout the project prior to final paving such that no hazards exist to the public. Disturbed street surfaces shall not be reopened to public travel, even temporarily, without cold patch mix or plant mix asphalt, unless otherwise directed by the City. When plant mix asphalt is no longer locally available due to the local asphalt plants closing for the season (typically in winter months), the Contractor shall use temporary pavement patches using cold mix asphalt immediately after backfilling. The Contractor shall then return to the site to remove the cold mix asphalt patch and replace it with plant mix asphalt when plant mix asphalt becomes available. Where applicable, no work site, utility cut, or surface restoration shall be considered complete until patched with plant mix asphalt.
- 13) 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.

- 14) The Contractor shall be responsible for obtaining all required City permits **at their own expense**. The successful Contractor must have a valid City of Staunton Business License, which can be obtained at the Commissioner of Revenue office, 116 W. Beverley Street, Staunton, Virginia.
- .

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/offerors.

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

If required, the 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

Prior to contract award, the Contractor shall furnish certificates of General Liability, Vehicle Liability, and Worker's Compensation Insurance in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively, to the City. All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

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.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3 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 _____ 2020

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 _____, 2020,
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 _____, 2020

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 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 _____, 2020,
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 _____, 2020,
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: _____