



INVITATION FOR BIDS

BID PROPOSAL AND CONTRACT DOCUMENTS

**CONTRACTOR APPLIED
PAVEMENT MARKING SERVICES**

BID# C00326

MARCH 18, 2026

PUBLIC WORKS STREETS DEPARTMENT

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INVITATION TO BID

BID TITLE: **CONTRACTOR APPLIED PAVEMENT MARKING SERVICES**
BID #: **C00326**
BID OPENING DATE: **April 9, 2026 at 2:00 p.m.**
MANDATORY SITE VISIT: **No**
BONDS NEEDED:

BID BOND	NO
PAYMENT BOND	NO
PERFORMANCE BOND	NO

PURPOSE

The City of Staunton is seeking sealed bids from qualified, as determined by the City, and properly licensed Class A contractors to supply traffic line striping and pavement marking services, as needed, for a period of one year, with four (4) optional one-year renewals.

Contractors will apply pavement markings—both paint and thermoplastic material—to City streets, according to the specifications and requirements included in this IFB as well as the current editions of the Virginia Department of Transportation (VDOT) Road and Bridge Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

INQUIRIES CONCERNING THE BID

Any questions regarding the specifications for this bid should be directed, in writing, to:

David Irvin
Streets / Traffic Superintendent
Irvinhd@ci.staunton.va.us

Written inquiries are due by no later than 5:00 p.m. March 25, 2026.

BID SCHEDULE

Bid Posted:	March 18, 2026
Questions Due:	March 25, 2026, 5:00 p.m.
Q&A Addenda Posted:	March 27, 2026 by 5:00 p.m.
Bids Due & Bid Opening:	April 9, 2026 at 2:00 p.m.

BID SUBMISSION FORMATS

This Bid is a request for a sealed bid; therefore, bids may be submitted electronically through the eVA system, or they may be submitted by non-electronic means (paper submissions) outside of the eVA system.

The Purchasing Office will NOT accept oral bids or bids received by E-mail, telephone, or fax.

Sealed bids, whether electronic or paper, will be received not later than 2:00 p.m. on APRIL 9, 2026 with bids received by that time publicly opened at 2:00 p.m. at Staunton City Hall, Finance Department.

1. Paper Submissions

- A. All paper bids submitted by **any delivery services (UPS, FedEx, etc.), US Postal Service, or hand-delivered** shall be timely delivered to:

ATTN: Chad M. Horvat
City of Staunton
Finance Office (3rd Floor)
116 W. Beverley Street
3rd Floor - Finance Department
Staunton, VA 24401
540-332-3819

**BIDS RECEIVED
AFTER THE DATE AND TIME SPECIFIED
WILL BE REJECTED**

Office Hours

Monday through Friday, 8:00am to 5:00pm.

- B. Bidders shall provide one (1) paper copy of the bid.
- C. The bid, the bid security, if any, and any other required documents, shall be enclosed in a sealed opaque envelope or box. The envelope containing the bid shall be sealed and marked with the title and due date of the bid. **“Bid No. C00326 – CONTRACTOR APPLIED PAVEMENT MARKING SERVICES”** and be accompanied by complete specifications for the items offered.
- D. Bids should also clearly indicate the legal name, address and telephone number of the Bidder (company, firm, partnership, or individual) on the outside of the packaging.
- E. No responsibility will attach to the City 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.
- F. Official received time for bids shall be determined by the time stamp affixed in the City of Staunton Finance Department at the time of receipt. Bidders are responsible for

ensuring that their bids are stamped by Finance Department personnel by the deadline indicated.

- G. All expenses for bidding to the City of Staunton shall be borne by the Bidder.
- H. An authorized representative of the bidder **shall sign the Bid Offer Form and the Bidder Information Form as well as any other required attachments.**
- I. All bids shall be either typewritten or filled in with ink in order to be considered.

2. Electronic Submissions via the eVA System

- A. Electronic sealed bids will be accepted **ONLY** through the eVA system. Bids delivered electronically by any method outside of the eVA system WILL NOT be accepted.
- B. Prior to the due date, Bidders should:
 - i. Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) to check for any updates, changes, amendments, cancellations, etc., and to ensure receipt of all Solicitation attachments and document to be completed and submitted; and;
 - ii. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.
- C. Electronic bid submission with all required documents attached is required and submission as one singular PDF formatted document is preferred.
- D. Bidders must submit one (1) complete copy of the bid and all required documents and/or attachments.

eVA Specific Submission Instructions:

Bidders must be registered in eVA in order to submit an electronic bid.

The following are instructions for submitting an electronic bid:

- 1) Go to www.eva.virginia.gov;
- 2) Click on "I Sell To Virginia";
- 3) Click on "eVA Supplier Training"; and
- 4) Click on "Viewing and Responding to Solicitations Video".
- 5) If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

CITY OF STAUNTON GENERAL IFB SUBMISSION REQUIREMENTS

- 1. 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.
2. Offerors are solely responsible for reviewing, complying, and returning a complete and responsive bid. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.
 3. Prior to the due date, Bidders should:
 - a. Check the status of the solicitation for any updates, changes, amendments, cancellations, etc. which can be found at either the City of Staunton's website www.ci.staunton.va.us on the Procurement page or at the eVA website www.eva.virginia.gov on the Business Opportunities page (VBO)
 - b. Check for all attachments and documents to be completed and submitted; and
 - c. Complete all attachments, amendments, exhibits, product information, etc. and attach to the Bidder's submission.
 4. The Bid Offer Form and Bidder Information Form must accompany any bid(s) submitted and be signed by an authorized representative of the Bidder.
 - a. If the Bidder is a firm or corporation, the Bidder must print the name and title of the individual executing the bid.
 - b. All information requested should be submitted. Failure to submit all information may result in bid being considered non-responsive.
 - c. Bidders must use the Bid Offer Form and Bidder Information Form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the Bid Offer Form and Bidder Information Form may invalidate the bid.
 5. The contractor must have a minimum experience of three (3) projects with agencies of similar size and complexity that have been completed within the last two (2) years.
 6. Written warranties covering equipment, material defects, appearance, workmanship and performance must be of industry standards but not less than one (1) year and will not commence until the City has given the successful bidder written acceptance of the completed project.
 7. Please quote lowest price and best delivery on items listed.
 8. Please advise what discount, if any, will be allowed for payment within a specified time.
 9. Terms and delivery date must be specified.
 10. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Bidder.
 11. By submitting a bid in response to this Invitation to Bid, the Bidder represents it has read and understands the Invitation to Bid and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract.

12. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with existing conditions, shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.
13. A bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Office in writing of modifications or withdrawal.
14. Modified and withdrawn bids may be resubmitted to the Purchasing Office up to the original time and date set for the receipt of bids.
15. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter.
16. All bids received in the Purchasing Office on time shall be accepted. All late bids received by the Purchasing Office shall be retained by the Purchasing Department and will remain unopened. Bids shall be open to public inspection only after award of the contract.

NOTICE OF AWARD:

Award will be made once all bids are reviewed and the lowest responsible and responsive bidder is identified, and all the processes to complete an agreement are finalized. Notice of award will be posted at <https://www.ci.staunton.va.us/departments/finance/procurement> and on the eVA procurement site.

CONTRACTOR APPLIED PAVEMENT MARKING SERVICES

SPECIFICATIONS

The City is seeking a qualified contractor, as determined by the City, to apply pavement markings—both paint and thermoplastic material—to City streets, according to the specifications and requirements included in this IFB as well as the current editions of the Virginia Department of Transportation (VDOT) Road and Bridge Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

The intent of this Invitation for Bid (IFB) is to enter into a contract with a contractor to furnish all materials, labor, equipment, and supplies, to include project supervisors and qualified operators, needed to apply pavement markings on an “as-needed basis” as specified by the City of Staunton.

The City may wish to have the Contractor install different pavement markings than previous installations. In those instances, the City will provide the Contractor with pavement marking plans or standards for the new layout.

The work will be assigned to the primary contractor (the lowest responsive and responsible bidder for this IFB). In the event that the primary Contractor cannot perform the work in the time allotted, the City reserves the right to offer the job to the secondary contractor (the second lowest responsive and responsible bidder for this IFB) as determined by the Total Price on the submitted Bid Form Pricing Schedule.

A. Project Specifications

1. All work shall be completed in a first-class workmanship manner, acceptable to the City in all respects.
2. The Contractor will be solely responsible for ensuring that all pavement markings are applied according to the marking material manufacturer's recommendations and instructions, current MUTCD and VDOT requirements, and the City's specifications and requirements.
3. All paint markings shall be applied at a minimum thickness of 15 mils and the thickness applied shall be uniform.
4. All thermoplastic markings shall be applied at a thickness of 90 mils, with a tolerance of +/- 5 mils.
5. Reflective beads shall be applied with all paint and thermoplastic markings according to VDOT Road and Bridge Specifications and MUTCD requirements and standards.
6. The Contractor shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles, and other debris immediately before pavement marking installation.
7. The pavement surface shall be dry at the time of installation. Pavement marking material shall not be applied within twenty-four (24) hours of rain or other inclement weather unless authorized by the Director of Public Works (or his designee).
8. Pavement surface temperature shall not be less than 50 degrees F at the time of material application.
9. Pavement markings shall be applied in such a manner as to prevent splattering and over spray. The freshly applied marking shall be protected from vehicle traffic by guard or warning devices until the surface is assured to be track free.
10. The Contractor shall be responsible for correcting any misapplied pavement markings, as determined by the Director of Public Works (or his designee), at the Contractor's expense.
11. Eradication: The Contractor will cooperate and communicate with the Public Works Director (or his designee) to determine where eradication of existing pavement markings may be necessary. Any eradication of pavement markings shall be in accordance with current VDOT Road and Bridge Specifications.

B. Contractor Responsibilities

1. The Contractor shall provide all materials needed for any line and pavement marking applications requested including, but not limited to, paint, thermoplastic and glass beads.
2. The Contractor shall provide the crews to do the work including manpower, appropriate vehicles, tools, and equipment to complete all necessary work in accordance with requirements of the contract.
3. The Contractor shall be responsible for traffic control during application of lines and pavement markings per VDOT work zone safety requirements and must have at least one person on-site at each project who is certified in Basic Work Zone Traffic Control

Training. The Contractor shall provide all traffic control items, signage, and safety equipment as required by VDOT and/or the City.

4. No flagging operations will be permitted without proper signing. All flaggers must be Virginia Department of Transportation (VDOT) certified. The successful bidder will be required to provide VDOT verification of Completion of Work Zone Traffic Control Training at the intermediate level for supervisors and crew leaders, and at the basic level for crew members.
5. Contractor shall schedule and begin work on regular projects and/or emergency repair work within fourteen (14) working days of being notified of the project by the City.
6. The Contractor shall coordinate all work and work scheduling through the Public Works Streets/Traffic Superintendent (or his designee), who will provide a detailed list to the Contractor of areas/streets to be painted and of thermoplastic markings to be applied.
7. The contractor shall contact the Public Works Streets/Traffic Superintendent (or his designee) every morning at a time agreed to by both parties to provide updates and discuss work performed on the prior day.
8. The Contractor shall provide a detailed invoice for all work including location, measurement, and description of work performed.
9. The City's appointed representative(s) will perform inspections during the work and a final inspection will be conducted after the work is complete. Any work that is not in compliance with the contract's specifications and requirements shall promptly and permanently be corrected by the Contractor at the contractor's sole expense prior to final acceptance of the work.
10. During the performance of requested work, the City's representative shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe either to workers or to the general public, for failure to carry out directions from the City, for operating in unsuitable weather conditions, or for any other reason deemed by the City to be in the best public interest.
11. Any damage which includes, but is not limited to existing utilities, equipment, finished surfaces, or other claims resulting from the performance of the contract shall be repaired to the City's satisfaction at the Contractor's expense.
12. The Contractor shall protect the public from any damage attributable to pavement marking applications. Any damage caused by the Contractor's operations, including paint claims submitted by motorists, shall be remedied at the Contractor's expense.
13. The Contractor shall be required to be licensed in accordance with the City of Staunton's business license requirements. Any questions concerning business licenses should be directed to the Commissioner of the Revenue at 540-332-3829.

BID OFFER FORM

PER ATTACHED SPECIFICATIONS

The bidder must use the following form furnished by the City to submit their bid. Any alterations to the form or submission of bid on a non-City issued form will invalidate the bid.

This form contains descriptions of pavement markings to be purchased by the City via this contract. The quantities stated are estimates only and will vary from year to year. Estimated Quantities of one (1) are to be used to compare items by extended price and may actually differ in actual quantity during fulfillment of the contract.

Paint Striping and Symbols

Description	Line Type	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
White Striping Paint - solid or dashed	4 in	80,000	Linear Ft		
White Striping Paint - solid or dashed	8 in	1	Linear Ft		
White Striping Paint - solid or dashed	12 in	1	Linear Ft		
Yellow Striping Paint - solid or dashed	4 in	50,000	Linear Ft		
Stop Bar/Crosswalk	24 in	5,000	Linear Ft		
Green Pavement Marking Paint		150	Square Ft		
Single Arrow	left, right, or straight arrow	1	Each		
Double Turn Arrow	left and right	1	Each		
Combo Arrow	combo straight/turn arrow	1	Each		
Application of paint on asphalt	R X R	4	Each		
Application of paint on asphalt	ONLY	1	Each		
Application of paint on asphalt	SCHOOL	8	Each		
Application of paint on asphalt	STOP	1	Each		
Application of paint on asphalt	AHEAD	1	Each		

Application of paint on asphalt	PED	1	Each		
Application of paint on asphalt	XING	1	Each		
Application of paint on asphalt	YIELD	1	Each		
Helmeted Bicyclist Symbol	symbol	1	Each		
Bicyclist Thru Arrow	straight arrow	1	Each		
Bicyclist Turn Arrow	Left or right	1	Each		
Yield Line Triangle	1' x 1.5'	20	Each		
Paint Subtotal					

Thermoplastic Pavement Markings

Description	Line Type	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
White Striping Paint - solid or dashed	4 in	80,000	Linear Ft		
White Striping Paint - solid or dashed	8 in	1	Linear Ft		
White Striping Paint - solid or dashed	12 in	1	Linear Ft		
Yellow Striping Paint - solid or dashed	4 in	50,000	Linear Ft		
Stop Bar/Crosswalk	24 in	5,000	Linear Ft		
Green Pavement Marking Paint		150	Square Ft		
Single Arrow	left, right, or straight arrow	1	Each		
Double Turn Arrow	left and right	1	Each		
Combo Arrow	combo straight/turn arrow	1	Each		
Application of paint on asphalt	R X R	4	Each		

Application of paint on asphalt	ONLY	1	Each		
Application of paint on asphalt	SCHOOL	8	Each		
Application of paint on asphalt	STOP	1	Each		
Application of paint on asphalt	AHEAD	1	Each		
Application of paint on asphalt	PED	1	Each		
Application of paint on asphalt	XING	1	Each		
Application of paint on asphalt	YIELD	1	Each		
Helmeted Bicyclist Symbol	symbol	1	Each		
Bicyclist Thru Arrow	straight arrow	1	Each		
Bicyclist Turn Arrow	Left or right	1	Each		
Yield Line Triangle	1' x 1.5'	20	Each		
Thermoplastic Subtotal					

Eradication of Pavement Markings

Description	Line Type	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Removal of Striping Paint - solid or dashed	4 in	1	Linear Ft		
Removal of Striping Paint - solid or dashed	8 in	1	Linear Ft		
Removal of Striping Paint - solid or dashed	12 in	1	Linear Ft		
Removal of Striping Paint	24 in	1	Linear Ft		
Single Arrow	left, right, or straight arrow	1	Each		
Double Turn Arrow	left and right	1	Each		

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Contractor Applied Pavement Marking Services

Combo Arrow	combo straight/turn arrow	1	Each		
Eradication Subtotal					

TOTAL PRICE for Paint Subtotal + Thermoplastic Subtotal + Eradication Subtotal =	
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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: Net 30 Upon Approved Completion

BIDDER/COMPANY NAME: _____

BIDDER SIGNATURE: _____

TYPED NAME OF BIDDER: _____

BIDDER INFORMATION FORM

BUSINESS IDENTIFICATION

BUSINESS/COMPANY NAME:	
STREET ADDRESS:	
MAILING ADDRESS:	
CONTACT PERSON:	
TITLE:	
TELEPHONE NO.:	
EMAIL ADDRESS:	
REMITTANCE ADDRESS:	
PROMPT PAYMENT DISCOUNT:	___% FOR PAYMENT WITHIN ___ DAYS; NET ___ DAYS
BUSINESS ORGANIZED UNDER THE STATE LAWS OF:	
PRINCIPAL BUSINESS LOCATION:	
VA STATE CORPORATION COMMISSION IDENTIFICATION (VA SCC) NUMBER.:	VA SCC Number:
	** If Bidder does not have a VA SCC Number, Bidder must refer to Procurement Guidelines Item 26.2. and shall provide the required documentation.
FEDERAL ID NUMBER:	
DUNS NUMBER:	

QUALIFICATIONS AND REFERENCES

Has the business ever defaulted or failed to complete any public body contract:	No:	
	Yes- Explain:	
Is the entity or any of its principals currently debarred, disqualified or suspended from submitting responses to the City, or any other state, local or federal entities?	No:	
	Yes - Explain	
Type of work performed by this business:		
Number of years this business has been in operation:		
Number of employees:	Full time:	Part Time:
Business License:	Type:	Issued:

<p>References: Bidders shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, a telephone number and/or an E-mail address.</p>		
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail

CONTRACTOR / SUBCONTRACTOR LICENSE REQUIREMENT

By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified. Furthermore, the contractor shall maintain the required license throughout the term of the contract. The contractor shall immediately notify the City in writing in the event the license has been revoked.

CONTRACTOR’S LICENSE

Class A contractor’s license required.

Contractor Name:			
License #:			
Type:		Class	
Issued		Expires:	

CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act. The business is aware of information bearing on the existence of any potential organizational conflict of interest.	YES, Explain Below
	NO

COLLUSION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same goods and services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.	YES
	NO

ACKNOWLEDGEMENT OF ADDENDUM RECEIVED

The undersigned warrants that it has received the following Addendum/Addenda for the Solicitation (Show date of Addendum).

AMENDMENT NO.	DATE	INITIAL

[Add more as needed]

Addenda issued during the bidding period will be incorporated into the Contract Documents.

AUTHORIZED SIGNATURE

By signing, Business certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.	
Authorized Signature:	Date:
Name (Printed):	Title:
Email Address:	Telephone Number:

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF BIDS:

- 1.1. Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.
- 1.2. Unless otherwise specified, bidders must use the Bid Offer Form and Bidder Information Form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the Bid Offer Form and Bidder Information Form may invalidate the bid.

2. BID SPECIFICATIONS

- 2.1. Bidders must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the bid, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the bid.

3. BRAND NAMES

- 3.1. Unless otherwise provided in the invitation for bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall, in its sole discretion, determine whether the equipment proposed is the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Acceptance shall be based solely on the City's determination of suitability.

4. DELIVERY POINT

- 4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

5. CASH DISCOUNTS:

- 5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

- 6.1. Bidder shall bid on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. CHARGES AND PAYMENTS

- 7.1. To Prime Contractor:

- 7.1.1. 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.

- 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. 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.
 - 7.1.5. 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).
- 7.2. Payment to Subcontractors:
- 7.2.1. A Bidder awarded a contract under this solicitation is hereby obligated:
 - 7.2.1.1. To pay the subcontractor(s) within thirty (30) days of the Bidder'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
 - 7.2.1.2. To notify the agency and the subcontractor(s), in writing, of the Bidder's intention to withhold payment and the reason.
 - 7.2.2. The Bidder 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 Bidder 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. A Bidder's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

8. AUDIT

- 8.1. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9. TESTING AND INSPECTION

9.1. 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.

10. ASSIGNMENT OF CONTRACT

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

11. DEFAULT

11.1. 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 Bidder 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.

12. TAXES

12.1. Sales to the City of Staunton are exempt from State and Federal 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.

13. INDEMNIFICATION

13.1. The Bidder 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 Bidder, 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.

14. CLAIM PROCESS

14.1. The City and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with resulting CONTRACT from this bid or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation.

14.2. Absent an agreed resolution, the process to assert a claim against the City is to present it in writing to the Appropriate City Department Director within 10 calendar days following the failure to resolve the claim. The City Department Director shall review the claim and make a determination at the Departmental level.

14.3. If no resolution can be obtained at the Department level, the claim can be appealed and submitted to the City Manager or designee, and ultimately to City Council, with each such appeal to be submitted in writing within 10 calendar days of the prior decision. If no appeal is submitted within 10 calendar days of the prior decision, no further action may be taken against the City, and the claim will be null and void.

- 14.4. The appeal shall identify, in writing, on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision, and the resolution or remedy which would be acceptable.
- 14.5. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.

15. LIABILITY AND LITIGATION

- 15.1. 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.

16. COPYRIGHTS

- 16.1. The Bidder 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 Bidder 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.

17. BIDDER'S PERFORMANCE

- 17.1. The successful Bidder agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract

18. AWARDING THE CONTRACT

- 18.1. 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.
- 18.2. 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> and on the eVA procurement site.
- 18.3. The City reserves the right to make multiple awards as a result of this solicitation.

19. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 19.1. 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:
- 19.2. Public inspection of certain records:

- 19.2.1. 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.
- 19.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 19.2.3. Any competitive negotiation Bidder, 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.
- 19.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 19.2.5. Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder or contractor shall
 - 19.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
 - 19.2.5.2. identify the data or other materials to be protected, and
 - 19.2.5.3. state the reasons why protection is necessary.
 - 19.2.5.4. Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

20. ETHICS IN PUBLIC CONTRACTING

- 20.1. By submitting their bid, all Bidders 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 Bidder, 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.

21. FORUM SELECTION

- 21.1. 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.

22. PROMPT PAYMENT ACT

- 22.1. 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.

23. REJECTION OF BIDS

23.1. 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.

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

24. COSTS FOR BID PREPARATION

24.1. Any costs incurred by Bidders in preparing or submitting bids are the Bidder's sole responsibility; the City will not reimburse any Bidder for any costs incurred as a result of the preparation of this Invitation to Bid.

25. APPROPRIATIONS

25.1. 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 Bidder 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.

26. ADDITIONAL FEDERAL GRANT PROVISIONS

26.1. 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.

27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

27.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder 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).

27.2. Any bidder 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 is not required to be so authorized, and must **attach opinion of legal counsel to this form** which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

28. ANTITRUST

28.1. 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.

29. QUALIFICATIONS OF BIDDERS

29.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder

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 physical facilities prior to award to satisfy questions regarding the Bidder's capabilities.

- 29.2. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

30. CANCELLATION OF THE CONTRACT

- 30.1. 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.

31. AVAILABILITY OF FUNDS

- 31.1. 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.

32. SELECTION PROCESS/AWARD

- 32.1. 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.
- 32.2. A public body that enters into a public contract for goods or services that exceeds \$10,000 shall include in such a public contract provision
- 32.2.1. prohibiting the use of forced or indentured child labor in the performance of the contract and
 - 32.2.2. requiring that the contractor include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.

33. SAFETY AND OSHA STANDARDS

- 33.1. 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.

34. MODIFICATION & WITHDRAWAL OF BID

- 34.1. A Bidder 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.”

35. CONTRACT TERM

- 35.1. The Bidder 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.
- 35.2. 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.
- 35.3. Part of the consideration will be the capability of the Bidder to immediately begin work and meet the proposed timetable above.
- 35.4. 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.
- 35.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

36. SEVERABILITY

- 36.1. Any written contract resulting from this IFB shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

37. COMPENSATION AND RECORD KEEPING

- 37.1. The Bidder 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 “unit price” basis. Records are to be kept by the Bidder in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

38. PAYMENT

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

39. BID BOND

- 39.1. When specified, each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier’s or certified check, made payable to the Treasurer, City of Staunton, in an amount equal to 5 percent of the total bid price. In the event of default by the bidder the 5 percent deposit shall represent liquidated damages to the City.

40. PERFORMANCE AND PAYMENT BONDS

- 40.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$500,000.

41. BID ADDENDA

41.1. 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.

42. INSURANCE REQUIREMENTS

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

43. CONTRACT TERMINATION

43.1. 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.

44. DEBARMENT STATUS

44.1. By submitting their bids, all bidders or Bidders 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.

45. CONTRACTOR UNDERSTANDING

45.1. 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.

46. SUBCONTRACTS

46.1. No portion of the work shall be subcontracted without prior written consent of the City of Staunton, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

47. DRUG-FREE WORKPLACE

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

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

47.1.2. 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;

47.1.3. 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

47.1.4. 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.

48. SMALL & MINORITY BUSINESS & FAITH-BASED ORGANIZATIONS

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

49. NON-DISCRIMINATION

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

49.1.1. 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.

49.1.2. 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.

49.1.3. 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.

49.1.4. The contractor will include the provisions of the foregoing paragraphs 44.1.1, 44.1.2, 44.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

50. PERMITS AND LICENSES

50.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. 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.

51. NEGOTIATION WITH SUCCESSFUL BIDDER

51.1. Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder

51.2. The City reserves the right to negotiate contract terms with the successful Bidder 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.

52. COOPERATIVE PROCUREMENT

52.1. 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.

53. IMMIGRATION REFORM AND CONTROL ACT OF 1986

53.1. 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)

54. PROCUREMENT OF IMPORTED GOODS; FORCED AND INDENTURED CHILD LABOR PROHIBITION (VA Code § 2.2-4311.3)

54.1. For the purposes of this section, "forced or indentured child labor" means all work or service

54.1.1. exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or

54.1.2. performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

54.2. A public body that enters into a public contract for goods or services that exceeds \$10,000 shall include in such a public contract provisions

54.2.1. prohibiting the use of forced or indentured child labor in the performance of the contract and

54.2.2. requiring that the contractor include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor

55. CERTIFICATION OF INTEREST & RELATIONSHIPS

55.1. 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.