INVITATION FOR BID

24-28

PAVEMENT MARKING

Town of Vienna

127 Center Street S

Vienna, VA 22180

RELEASE DATE: May 16, 2024

DEADLINE FOR QUESTIONS: May 29, 2024

RESPONSE DEADLINE: June 6, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/viennava

Town of Vienna
INVITATION FOR BID
Pavement Marking

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1. Introduction

1.1. Summary

The Town of Vienna, VA seeks bids from a licensed contractor having the experience in the application of pavement markings in accordance with the terms, conditions, and specifications contained herein.

1.2. Background

Located in Northern Virginia and approximately 14 miles from Washington D.C., the Town of Vienna is an incorporated town within Fairfax County—adjacent to Tysons Corner (Northeast), Oakton and Fairfax City (Southwest), Merrifield/Mosaic District (Southeast) and Reston (Northwest). The Town is 4.4 square miles and home to approximately 16,473 residents.

Vienna is primarily a residential community with at least 71 percent of the land developed for residential purposes, excluding rights-of-way. The Town has approximately 3.5 million square feet of commercial and industrial space—60 percent is used for professional office space, 30 percent of the space is used for retail, and the remaining 10 percent is used for industrial purposes. Vienna is also home to a diverse business base serving independent retailers and even the nation's largest credit union, Navy Federal Credit Union.

1.3. Contact Information

Jerry Amacker
Procurement Officer
127 Center Street South
Vienna, VA 22180
Email: jerry.amacker@viennava.gov
Phone: (703) 255-6359

Department:
Department of Public Works

Department Head:
Brad Baer
Director

1.4. Timeline

Release Project Date	May 16, 2024
Question Submission Deadline	May 29, 2024, 2:00pm
Proposal Submission Deadline	June 6, 2024, 2:00pm

2. Posting Notice

All times listed in this IFB are Eastern Standard Time.

Bids shall be submitted electronically via the Town of Vienna's eProcurement Portal (OpenGov).

Sign up for **FREE** to become a registered vendor with the Town of Vienna and receive notifications of upcoming opportunities! To register your business as a vendor with the Town of Vienna, look for the green button that says “Subscribe” NOTE: if you subscribe to the Town of Vienna as a vendor, be sure to select your "category" codes for the type of product or services that you provide. If you don't designate a purchasing category, you will be notified about EVERY open bid/proposal opportunity the Town has that may not be related to the type of product or services that you provide.

Current solicitations can be viewed and downloaded here:
https://procurement.opengov.com/portal/viennava

The Town uses eVA and OpenGov for notification and distribution of solicitation documents.

To log in or to register your company (**for free**) so that you receive notifications of the Town's solicitations, go to the Town's eProcurement Portal On the registration form, enter the required information. Please remember to add your category codes for the type of work that you perform. Select all that apply or are similar in nature.

Solicitations also are advertised on the Commonwealth of Virginia's eVA Procurement Portal, where they may be downloaded and viewed in their entirety. **Do not attempt to submit a bid via eVA as we use eVA for advertising only.**

The Town of Vienna reserves the right to reject any and all bids or to accept the bid(s) which, in its judgment, will be for its best interest.

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS SUBSEQUENT TO THE DATE OF THE BID OPENING.

Any bid may be withdrawn PRIOR to the scheduled time for bid opening or authorized postponement thereof.

3. Scope of Work

3.1. General

This contract shall cover the total cost of all labor, insurance, permits, materials, traffic control, personnel, transportation, supplies, etc. as necessary for or incidental to the performance of the work as follows and in accordance with the specifications, plans, terms and conditions as specified herein.

3.2. Technical Specifications

The following specifications define the scope of work for painting various Town parking lots and streets. The Contractor is responsible for providing all labor, material, equipment and related items required to accomplish any work requested under this contract.

All work shall conform to Section 704 of the Virginia Department of Transportation (VDOT) Road & Bridge Specifications, 2016 (or latest edition), or at the discretion of the Project Manager.

The Contractor shall be responsible for making records of existing painted traffic lines before existing surfaces are resurfaced with new pavement. The Contractor shall be responsible for layout of new traffic or parking lines. This contract will require that only one (1) coat of paint need be applied for any striping work.

3.3. Materials

Materials shall be first line product of, "or equal to," the specified manufacturers listed below. All materials shall be delivered to the site in original unbroken containers bearing the manufacturer's name and brand.

White, yellow and blue (Alkyd TTP #115 or Acrylic Latex TTP #1952), black (Acrylic Latex TTP #1985E), or red traffic or reflectorized paint shall be manufactured by such firms as Sherman Williams Company, Ennis Paint, Pratt and Lambert Incorporated, **"or equal,"** and shall conform to Section 704 of the VDOT Road & Bridge Specifications 2016 or latest edition. Catalog cuts and/or **descriptive literature is required for PAINT offered "as equal"** to the brand names specified.

Thermoplastic (Type B-Class I) shall conform to Section 704 of the VDOT Road & Bridge Specifications 2016 or latest edition.

Glass Beads for reflectorized traffic marking paint shall conform to Section 704 of the VDOT Road & Bridge Specifications 2016 or latest edition and shall be included in the bid prices on the Bid Table, as stipulated under Workmanship.

3.4. Workmanship

The contractor shall be responsible for providing all equipment, labor and materials necessary to perform the work. Traffic control shall be provided by the contractor utilizing an arrow board on one following vehicle. The contractor shall follow the latest guidelines in VDOT's, Virginia Work Area Protection Manual for workers safety.

The pavement shall be dry at the time of installation. Marking material shall not be applied within 24 hours following rain or other inclement weather. Liquid markings shall be applied so as to prevent

splattering and overspray and shall be protected from traffic until tack free by the use of guarding or warning devices as necessary. The Contractor shall provide all necessary traffic control to insure adequate protection until markings are dry.

If a vehicle crosses a marking and tracks it or if splattering or overspray occurs, the marking shall be removed and new markings applied at the Contractor's expense. If the application temperature for thermoplastic material is improper, the affected markings shall be removed and new markings applied.

The dispenser shall be equipped with a cut off control synchronized with the cutoff of the spray marking material so that the beads will be applied only on the completed line. Beads shall be applied by pressurized or non-pressurized methods while the marking is still fluid, unless otherwise specified. Approximately 70 percent of beads shall be buried in the marking, and the remaining 30 percent shall be 50 percent embedded in the surface.

Each pavement marking machine shall be equipped with a measuring device that automatically and continuously measures the length of each Line actually placed to within a tolerance of ± 2 percent.

Pavement markings shall present a uniform appearance and be clearly visible at all times or they shall be removed and new markings applied in a manner approved by the Engineer or his designee at the Contractor's expense.

Pavement line markings shall consist of stop lines, crosswalks and solid or skip lines used for, but not limited to, dividing lanes, marking edges, channelizing, outlining and marking safety zones around objects and forming islands and parking lot stalls.

- Crosswalks and stop lines shall be installed using Type B, Class 1 markings. Crosswalks markings shall consist of two lines, each 6 inches in width, with the space between the lines being equal to the width of the adjoining sidewalk but at least 6 feet in width. Stop line markings shall be solid white lines 24 inches in width extending across all approach lanes.

- Solid lines or skip lines shall be installed using Type A or Type B markings as specified.

Pavement message markings shall be installed using Type B, Class 1 or IV, markings.

- School zone markings shall consist of the word "SCHOOL" for each approach to the school Characters shall be 10 feet 4 inches in height where permitted by the normal roadway width. Markings shall extend transversely across both lanes of two-lane roadways and across two or more approach lanes of roadways of three or more lanes.

- Elongated arrows and work messages shall be constructed in accordance with the requirements of MUTCD.

Type A markings: Markings shall be applied with a self-propelled painting machine capable of hot spraying the paint directly upon the pavement with a uniformity of feed through nozzles. The machine shall be capable of applying two separate pavement stripes for use when required, either solid or skip, at the same time, either automatically or manually. Truck mounted paint tanks shall be equipped with a mechanical agitator. For hot applied paint, glass beads shall be pressure-applied.

Message markings, stop bars, and crosswalks may be applied cold, and beads applied by non-pressurized methods, provided the applicator is mechanically synchronized to the application of the paint. At no time shall beads be strewn by hand.

Paint shall be thoroughly mixed. When applied hot, paint shall be heated temperature such that the applied paint will not track in 60 seconds.

Glass beads shall be applied at the rate of 6 pounds per gallon of paint.

Type B markings:

Thermoplastic (Class 1) material may be applied over existing paint lines provided the lines are well abraded and tightly adhered.

Equipment shall be constructed to provide continuous mixing and agitation of material. Mixing and conveying parts up to and including the gun shall maintain the material between 400º and 475º F.

The kettle for melting material and the applicator shall conform to the requirements of the National Board of Fire Underwriters and state and Federal regulations. The kettle shall be equipped with an automatic thermostatic control device, control device, and the Contractor shall furnish thermometers capable of measuring actual temperature of molten material.

Application equipment shall be constructed so as to ensure continuous uniformity in the thickness of material. Prior to application of the marking, a primer-sealer shall be applied to hydraulic cement concrete pavement surfaces and when recommended by the materials manufacturer, to asphalt concrete surfaces. Walk behind applicators will be permitted, provided they are the screed, extrude shoe type.

Glass beads shall be applied to the surface at the rate of 7 pounds per 100 square feet and shall be included in the unit pricing on the bid table.

The Contractor shall provide all necessary traffic control to ensure adequate protection until markings are dry.

Partial Extract from Section 704

Virginia Department of Transportation

Road and Bridge Specifications date January 1994

Table VII-1

Pavement Markings

Type	Class	Name	Surface Temp at time of application	Film Thickness (mils)	Pavement Surface	Application Limitations

A	--	Traffic Paint	45°F+	15± 1 when wet	AC[1] HCC[1]	May be applied directly after paving operations.
B	I	Thermoplastic alkyd	50°F+	90± 5 when set	AC	May be applied directly after paving operations.
	I	Thermoplastic Hydrocarbon	50°F+	90± 5 when set	AC	Do not apply less than 30 days after paving

AC = asphalt concrete; HCC = hydraulic cement concrete

Clean Up: The contractor shall be responsible for removal of all paints, solvents, and other chemicals used in the traffic marking operation. Cleaning of equipment shall not be allowed on public streets and only in areas so designated by the Town of Vienna.

Method of Measurement: The traffic markings in white or yellow shall be measured in linear feet. The lane arrows shall be measured per each arrow and the STOP AHEAD letters are to be measured on each complete set of letters.

Basis of Payment: The payment for the installation of traffic markings is based on the price per linear foot, price per arrow or each set of STOP AHEAD letters and shall include all equipment, materials, labor, traffic control, cleanup, and other incidental items necessary to complete the job.

Response Time: The Town of Vienna requires that all work, when desired, be schedule and started no later than ten (10) calendar days after notification by Town personnel, unless otherwise agreed upon at time of notification.

Bidders are to indicate Response Time in an additional document upload in the Questionnaire Section **IF** different than specified above. **Where no response time is entered, it is understood that work will be scheduled and started within ten (10) calendar days after notification**. Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. In the event that no bids are received with the required ten (10) day response time, the Town reserves the right to award the contract to the lowest responsive, responsible bidder offering the shortest response time.

The date(s) and place(s) of the required work under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed, if other than the required time indicated on the Pricing Schedule. The Contractor shall advise the Owner's representative a minimum of three (3) working days in advance of the date work is to commence.

3.5. Types of Markings Required

- Single lines
- Double lines
- Arrows
- Crosswalks
- Stop Lines

3.6. Additional Miscellaneous Maintenance Parts

Occasionally, the Town may require symbols and letters, for both liquid and thermoplastic options, not listed on this bid. Should the Town wish to purchase item from the successful bidder, the vendor may provide the item(s) at a discount off of list price.

This additional discount structure will only be taken into consideration when determining the award of this bid in the event of a tie bid.

4. Qualifications

The Contractor shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom this type of work has been performed in the last three (3) years.

The Town of Vienna will consider, in determining the qualifications of a bidder, their record in performance of any contracts for the services into which they may have entered with the Town or with other public bodies or corporations; and, the Town of Vienna expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded their obligations to subcontractors, suppliers or employees.

The Town of Vienna will make an investigation as to the ability of the bidder to perform the work. The Town of Vienna reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. Contract Quantities and Award

The quantities listed are estimates only and are for the purpose of bid comparison. This is a unit price contract; however, the Town will make the award on the lump sum of the items to the lowest responsive and responsible Bidder. The second lowest responsive and responsible bidder may be named the secondary awardee. This awardee will be required to provide the product only in cases in which the primary contractor is unable to provide the product in accordance with contract requirements.

The Town reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

Actual Contract Award amount will be based on the amount that will be allocated by the Town Council for any fiscal year in which the work will be performed. Therefore, the Town reserves the right to increase or decrease quantities to make full use of the amount of funding that will be allocated for the project(s).

6. Bid Submission

Bidders must submit their bid electronically via the OpenGov website. All bids must show unit price, if applicable, and total price. All bidders must submit the Bid, State Corporation Commission Form, and all addendums (signed and dated). Paper bids will not be accepted at the Purchasing Office or other locations in the Town of Vienna. Keep a copy of the IFB for your files and do not submit it with the Bid Package. By authorization of this Bid, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids shall be submitted electronically through the OpenGov website.

Bidders are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within three business (3) days before the closing of the IFB. Bidders are solely responsible for checking the Town website to ensure that they have the most current information regarding the IFB.

7. Estimated Quantities

The quantities shown on the "Official Town Bid Table" are estimates only. The Town of Vienna does not guarantee, nor shall it be held liable, to purchase the quantities shown.

8. Contract Renewal

The resulting contract will cover an initial period from the date of award and end on June 30, 2025. At the sole discretion of the Town of Vienna, and upon mutual written agreement with the Contractor, this contract can be renewed for an additional four (4) years, in one (1) year increments, at the expiration of its terms by mutual written agreement of the Contractor and the Town of Vienna. Should the contract be renewed, the prices for the renewal contract shall be no greater than the percentage change of the CPI-U for the Washington-Arlington-Alexandria, DC-VA-MD-WV area, as listed for the most recent twelve (12) month period on the U.S. Department of Labor's Bureau of Labor Statistics website: **http://www.bls.gov/eag/eag.dc_washington_md.htm#eag_dc_washington_md.f.4**

The contractor may request a price adjustment no more frequently than once per year. The renewal of the contract shall depend on the Contractor's performance and the ability to follow instructions of this solicitation.

9. Mandatory Terms & Conditions

Requirements in this Section are specified as mandatory and met to the degree stated in these specifications in order for the bid to receive further consideration. Bids which fail to meet ALL of the mandatory requirements may be considered unacceptable and may not be considered for selection. Final acceptance of purchase will depend on the successful completion of all necessary work as specified.

Bidders shall state on the Official Town Bid Table the cost of each of the items as outlined.

All attachments to this solicitation are incorporated into this Section and, therefore, they are Mandatory Requirements.

9.1. Insurance

The Contractor shall provide the Procurement Officer with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

- Workers' Compensation Standard Virginia Workers' Compensation Policy.
- Broad Form Comprehensive General Liability $1,000,000.00
- Combined Single Limit coverage to include:

Premises Operations; Products/Completed Operations;

Contractual; Independent Contractors; Owners and Contractors

Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

- Automobile Liability $500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Your signature on this solicitation constitutes certification that, if you are awarded the contract, you shall obtain the required coverages as specified herein within ten (10) days of notification of award.

9.2. Hold Harmless Clause

Bids shall provide for the contractor holding harmless the Town of Vienna and representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contact work, or on account of any act or omission by the contractor or its employees, or from any claim or amounts arising or recovered under any law, bylaw, ordinance, regulation or decree.

9.3. Protection of Persons and Property

The Contractor expressly undertakes every precaution at all times for the protection of persons and property, including Owner's employees and property and its own.

The Contractor shall use customary and reasonable precautions, including suitable protective coverings wherever necessary, to prevent damage to adjoining areas.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

9.4. Cancellation of Contract

The Town of Vienna reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty upon ten (10) days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9.5. Laws and Regulations

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority by bearing on the performance of the work.

The Contractors and Subcontractors shall comply with the Virginia Contractor's Registration Law, Title 54.1, Chapter 11, Code of Virginia (1950), as amended.

All non-resident Contractors and Subcontractors submitting bids on the work described herein shall register with the Department of Labor and Industry under the provisions of Subsection 40.1 30 of the Code of Virginia (1950), as amended.

This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the "right to work," and all Contractors and Subcontractors, whether residents or non-residents of the Commonwealth, who perform work related to the project shall comply with all of said provisions.

The Contractor shall furnish the Owner copies of affidavits upon request giving original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the job site under this contract.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

9.6. Superintendence by Contractor

The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract documents.

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the job, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them.

The Town shall have the right to terminate the contract due to communication problems between the Contractor and/or his representative and the Town's representative.

9.7. Owner's Right to Terminate Contract

The contract may be terminated by the Town for any one of the following reasons:

1. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency.

2. Substantial evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time frame.

3. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extensions of time is provided, to supply enough properly skilled workers or proper materials.

4. If Contractor should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Town, or otherwise be in substantial violation of any provisions of the Contract.

5. Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Town.

6. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the Town in the construction of work under contract.

Prior to termination of the Contract, the Contractor shall be notified in writing by the Town of the condition which makes termination of contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the contractor to correct the conditions, the Town may declare the contract terminated and notify the Contractor and his surety accordingly.

Upon receipt of notice of contract termination, the Contractor shall immediately discontinue all operations. The Town may then proceed with the work in any lawful manner that they may elect until the term of the contract is final and complete.

The Town reserves the right to take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town. The expense incurred by the

Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

Termination of the contract under this section is without prejudice to any other rights or remedies of the Town.

The Contractor shall not suspend the work without the written authority from the Town and shall proceed with the work promptly when notified by the Town to resume operations. The time in which work is suspended by written order for reasons not connected with the Contractor's failure to perform or improper performance shall not be charged against time for completion of contract.

9.8. Work Site Damages

Any damage, including damage to private property, resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

9.9. Warranty & Correction of Work

A. The Contractor warrants to the Owner and the A/E that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Workmanship will be of first-class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein including those of the manufacturer. Where no standard is specified for such Workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work included in this Contract is heretofore specified. The Contractor will be required to complete the Work specified and to provide all items needed for construction of the project, complete and in good order.

B. The Contractor guarantees and warrants to the Owner all Work as follows:

1. That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
2. That all Work will be of first-class quality and free of omissions and faulty, poor quality, imperfect or defective material or Workmanship;
3. That the Work shall be entirely watertight and leakproof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement which are attributable to defective materials or Workmanship;
4. That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
5. That consistent with requirements of the Contract Documents the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and
6. That the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials or Workmanship.

C. All Work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

D. The Contractor shall within five (5) Working days after receipt of written notice from the Owner during the performance of the Work, reconstruct, replace or correct all Work rejected by the A/E or Owner as defective, as failing to conform to the Contract Documents, or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of reconstructing, replacing or correcting such rejected Work, including compensation for the A/E's additional services made necessary thereby.

E. If, within one (1) year after the Date of Substantial or Final Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor shall correct it within five (5) Working days after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

F. Subject to limitation as prescribed by law, if at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

G. Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the Owner, shall be immediately removed and replaced by the Contractor to the satisfaction of the Owner, when notified to do so by the Owner.

H. If the Contractor fails to correct defective or nonconforming Work, or if the Contractor fails to remove defective or nonconforming Work from the site, as required by the Owner, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten additional days written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the A/E's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

I. The Contractor shall bear the cost of making good all Work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article.

J. If the Owner prefers to accept faulty, defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued at Owner option, to reflect a reduction in the Contract Sum in an amount to be determined by the Owner.

K. Subject to limitation as prescribed by law, nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one (1) year after the Date of Substantial or Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligations of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

9.10. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

10. Town of Vienna General Terms & Condtions

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS'/OFFERORS' OWN RISK AND THEY CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

10.1. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Procurement Officer or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer.

10.2. PREPARATION & SUBMISSION

In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation for Bid. The bid/proposal must be submitted In OpenGov the Town's procurement software. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and uploaded to the OpenGov website by the time and date specified on the cover page.

10.3. LATE BIDS/PROPOSALS

The OpenGov website does not allow late submittals of bids/proposals.

10.4. PRICING & ERRORS

Prices shall be stated in units of quantity specified. No additional charges shall be passed to the Town, including any applicable taxes or surcharges. Prices quoted shall be the final cost to the Town. In case of an error in price extension, the firm fixed unit price shall govern.

10.5. BID/PROPOSAL ACCEPTANCE PERIOD

Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Any bid on which the bidder/offeror shortens the acceptance period may be rejected.

10.6. CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Officer. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Procurement Officer, the Using Department, or a designee of such, denies the withdrawal of a bid, they shall notify the bidder in writing stating their decision.

10.7. TAXES

The Town of Vienna is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the bidder and become a part of real property.

If a bidder is bidding on materials that require installation by the bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the successful bidder and not of the Town, and the Town shall be held harmless for same by the successful bidder.

The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.

When a bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the Town, the bidder will be allowed to delete the tax from its bid.

10.8. TRADE SECRETS/PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in response to this Invitation for Bid shall not be subject to public disclosure under the Virginia Freedom of Information Act (FOIA); however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

10.9. TOWN'S RIGHT TO TERMINATE THE CONTRACT

The Contract may be terminated by the Town for any one of the following reasons:

a) If the successful bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the successful bidder's insolvency, or if the successful bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the bidder otherwise defaults, then the Town may without prejudice to any other right or remedy, and after giving

the successful bidder seven (7) calendar days written notice, terminate the employment of the successful bidder and procure such goods or services from other sources. In such event, the successful bidder shall be liable to the Town for any additional cost occasioned by such failure or other default.

b) In such cases, the successful bidder shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional; managerial and administrative services shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the Town.

c) If the successful bidder should fail to make prompt payment to Subcontractor(s) for material or labor, persistently disregards laws, ordinances, or the instruction of the Town, or otherwise be in substantial violation of any provisions of the Contract;

d) Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Town;

e) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the Town in the construction of work under contract.

f) Prior to termination of the Contract, the successful bidder and his Surety shall be notified in writing by the Town of the condition which makes termination of contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the successful bidder or his Surety to correct the conditions, the Town may declare the Contract terminated and notify the successful bidder and his Surety accordingly.

g) Upon receipt of notice of contract termination, the successful bidder shall immediately discontinue all operations. The Town may then proceed with the work in any lawful manner that they may elect until the project is final and complete.

h) The Town reserves the right to take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method is deemed expedient. In such case, the successful bidder shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damaged incurred through the Contractor's default, shall be certified by the Town.

i) Termination of the contract under this section is without prejudice to any rights or remedies of the Town.

j) The Town reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon 60 days written notice to the Contractor/ Consultant. Any contract cancellation notice shall not relieve the Contractor/Consultant of the obligation to delivery and/or perform on all outstanding services performed prior to the effective date of cancellation.

k) Notwithstanding anything to the contrary contained in the contract between the Town and the successful bidder, the Town may, without prejudice to any other rights it may have, terminate the contract for convenience and with cause, by giving thirty (30) days written notice to the successful bidder.

1) In the event the Contract is terminated for cause related to the Contractor/Consultant's (or its Subcontractor's) hiring of unauthorized aliens, Contractor/Consultant, Contractor/Consultant hereby waives any claim to lost profits and the Town will proceed in accordance with subsections f) et seq. above.

10.10. CONDITION OF ITEMS

All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.

10.11. SUBSTITUTIONS

No substitutions or cancellations permitted without prior written approval by the Procurement Officer.

10.12. RIGHTS OF THE TOWN OF VIENNA

The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.

10.13. NEGOTIATION WITH THE LOWEST BIDDER

a) If all bids received exceed the available funds for the proposed purchase, the Town, pursuant to Town Code provisions, may meet with the lowest responsive and responsible bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds.

b) After bid negotiations, the lowest responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.

c) If the proposed addendum is acceptable to the Town, the Town may award a contract within funds available to the lowest responsible bidder based upon the bid as amended by the addendum.

d) If the Town and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

10.14. CONTRACTOR'S PERFORMANCE

a) Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.

b) All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The successful bidder shall indemnify, keep, save, and hold the Town, its officers, and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the bidder or the Town, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.

c) In the event that suit is brought against the Town, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the Town, its officers, and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the Town, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorney's fees, if any, and hold the Town, its officers and employees, harmless there from.

d) The successful bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

e) The successful bidder shall not, in its product literature or advertising, refer to this purchase or the use of the bidder's goods or services by the Town of Vienna, Virginia.

f) The successful bidder shall cooperate with Town officials in performing the specified work so that interference with the Town's activities will be held to a minimum.

10.15. Default

In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.

10.16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE CONTRACTOR

(Code of Virginia Section 2.2-4312): During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, 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 prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

10.17. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS

The Town of Vienna does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

10.18. ANTI-TRUST

By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the 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 Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Procurement Officer and/or investigation for Anti-Trust violations.

10.19. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.

10.20. TIE BIDS

If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.

10.21. PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

10.22. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.

10.23. CONTRACT DOCUMENTS

The contract entered into by the parties shall consist of the Invitation for Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.

10.24. LICENSE REQUIREMENT

All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally, all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. A BPOL license is not required to submit a bid for this procurement. If awarded a contract, the contractor is required to have a BPOL license. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255 6321.

10.25. AWARD

The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of seventy-five thousand dollars ($75,000.00) or more.

The Procurement Officer will award all contracts less than seventy-five thousand dollars ($75,000.00).

The Procurement Officer shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

10.26. COMPENSATION

a) It is the Town’s policy not to pay for any goods or services until the same have been actually received.

b) Individual contractors shall provide the Purchasing Office their social security numbers and proprietorships, partnerships and corporations shall provide the federal employer identification numbers (Code of Virginia, Section 2.2-4354.2). This information shall be provided in the space indicated on the Bid Form.

c) The successful bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The successful bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.

d) Cash discounts shall be deducted in accordance with the terms of the bid.

e) Payment shall be rendered to the successful bidder for satisfactory compliance with the general terms, conditions, and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later (Code of Virginia, Section 2.2-4352).

f) Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the Town fails to pay by the payment date, the Town agrees to pay the financial charge assessed by the successful bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

10.27. METHOD OF PAYMENT

Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna

ATTN: ACCOUNTS PAYABLE

127 Center St., S.

Vienna, VA 22180

or email to: ap@viennava.gov

The prices and payments shall be full compensation for the labor, tools, equipment, transportation, and all other incidentals necessary to complete the specified terms and conditions.

10.28. SUCCESSFUL BIDDER'S OBLIGATION TO PAY SUBCONTRACTOR

a) The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the successful bidder by the Town for work performed by the successful bidder's subcontractor(s) under the contract (Code of Virginia, Section 2.2-4354):

1. Pay the subcontractor(s) for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor(s) under the contract; or

2. Notify the Town and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b) The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the successful bidder that remain unpaid after seven (7) days following receipt by the successful bidder of payment from the Town for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph a (2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

c) The successful bidder shall include in each of its subcontractors a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).

d) The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the Town. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10.29. ANTI-DISCRIMINATION

By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over $10,000.00 the provisions in A and B below apply:

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin except where religion, sex or national origin 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 applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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.

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.

b) The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

10.30. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Procurement Officer upon written request.

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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.

10.31. CRIMINAL SANCTIONS

The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2 498.1 et seq.), and Articles 2 (§§ 18.2 438 et seq.) and 3 (§§ 18.2 446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

10.32. APPLICABLE LAW AND COURTS

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the

Commonwealth. The Contractor shall comply with applicable federal, state, and local laws and regulations.

10.33. LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Contractors and Subcontractors shall comply with the Virginia Contractor's Registration Law, Title 54.1, Chapter 11, Code of Virginia (1950), as amended.

All non-resident Contractors and Subcontractors submitting bids on the work described herein shall register with the Department of Labor and Industry under the provisions of Subsection 40.1 30 of the Code of Virginia (1950), as amended.

This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the "right to work," and all Contractors and Subcontractors, whether residents or non-residents of the Commonwealth, who perform work related to the project shall comply with all of said provisions.

The Contractor shall furnish the Owner copies of affidavits upon request giving original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the job site under this contract.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

The Contractor/Consultant shall comply with all laws and regulations of the Commonwealth of Virginia and the United States with respect to the employment of unauthorized aliens. Contractor/Consultant shall not hire or subcontract any portion of the work under this Contract to any individual the Contractor knows or reasonably should know to be an unauthorized alien as defined by 8 U.S.C. §1324a(h)(3). A violation of this provision shall constitute a material breach of the Contract and the Town may, in its sole discretion, terminate the contract.

10.34. LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are "Hazardous Substances" as defined by 3.1 250 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 3.1 252 or the Code of Virginia or Title 15 U.S.C. Sec. 1263.

10.35. SAFETY DATA SHEETS

Safety Data Sheets (SDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.

10.36. DEBARMENT STATUS

By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

10.37. COOPERATIVE PROCUREMENT

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

10.38. RECORD RETENTION/TOWN AUDITS

a) The successful bidder shall retain, during the performance of the contract and for a period of five (5) years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payments; ledgers; cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Town on demand and without advance notice during the successful bidder's normal working hours.

b) Town personnel may perform in-progress and post-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation for Bid. Files would be available on demand and without notice during normal working hours.

10.39. MODIFICATION OF CONTRACT

The Town may, upon mutual agreement with the Contractor, issue written modifications to the scope of work of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than $50,000.00 or twenty-five percent (25%) of the amount of the original contract, whichever is greater, without the advance written approval of the Mayor and the Town Council. (Section 2.2-4309 of Virginia Public Procurement Act).

Should it become necessary, for the best interest of the Town, to make modifications, the same shall be covered by change order. The Contractor shall not begin work on any alteration requiring a change order until the agreement, setting forth the changes/modifications, has been executed in writing by the Town and the Contractor.

If a satisfactory agreement cannot be mutually agreed to for any item requiring a change order, the Town reserves the right to terminate the contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

The Town may, in writing, omit from the work any item, other than major items, found unnecessary to the project and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof. Major items may be omitted by change order.

The Contractor shall be paid for all work done toward the completion of the item prior to such cancellation, alteration, or suspension of the work by the Town.

A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total; contract amount for each separate alternate, computed on the basis of the proposed quantity and the contract unit price.

10.40. SPECIFICATION FAMILIARITY

a) It is the Bidder's responsibility to examine this entire IFB carefully. If a question arises as to the meaning or intent of these documents, inquiry must be made in writing to the Procurement Officer.

b) The submission of a bid shall indicate that the Bidder thoroughly understands the terms and conditions of the IFB.

10.41. CONTRACT AND FORMS

a) Bidders are advised that the Town does not sign standard contract forms that may be used by the bidder. The selected Bidder will be expected to enter into a contract with the Town for the commodities outlined in this IFB. The form of contract will be the Town's Purchase Order and/or Agreement.

b) By agreeing to question 12 on the questionnaire, the bidder certifies that they are an agent or officer authorized to bind the Contractor to the terms and conditions of the IFB.

10.42. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of these documents will be made to any bidder orally. Any request for an interpretation must be in writing addressed to Town of Vienna, 127 Center Street, South, Vienna, VA 22180, Attention: Procurement Officer or emailed to jerry.amacker@viennava.gov To be given consideration, requests must be received at least five days prior to the date fixed for the submission of Bids. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective bidder requesting such interpretations or will be in the form of written addenda which, if issued, will be sent to all prospective bidders, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed for the submission of Bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve said bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents.

10.43. INSURANCE

The Contractor shall provide the Procurement Officer with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

- Workers' Compensation -- Standard Virginia Workers' Compensation Policy
- Broad Form Comprehensive General Liability--$1,000,000.00.
- Combined Single Limit coverage to include:

Premises - Operations; Products/Completed Operations;

Contractual; Independent Contractors; Owners and Contractors

Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

- Automobile Liability--$500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Contractor's signature on this solicitation constitutes certification that, if awarded the contract, Contractor shall obtain the required coverage as specified herein within ten (10) days of notification of award.

10.44. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

a) The successful Bidder's/Offeror's insurance shall cover the bidder/offeror and its subcontractors of every tier of those sources of liability which would be covered by the latest edition of the standard Worker's Compensation Policy, as filed for use in the Commonwealth of Virginia by the National Council on Compensation Insurance, without restrictive endorsements, but including Broad Form All States Endorsement. In addition to coverage for the Virginia Worker's Compensation Act, where appropriate, coverage is to be included for the United States Longshore and Harbor Worker's Compensation Act, Maritime including Jones Act, Federal Liability Act and any other applicable federal or state law.

b) Subject to the restrictions of coverage found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Virginia Worker's Compensation Act, the United States Longshore and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Worker's Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standards Worker's Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 bodily injury by accident each accident, $1,000,000 bodily injury by disease each employee, and $1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Worker's Compensation Policy.

10.45. PROFESSIONAL LIABILITY

a) The successful bidder/offeror shall provide the Town of Vienna with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town of Vienna for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office without the attachment of restrictive endorsements.

b) The policy shall be endorsed to include the Town of Vienna's officials, officers, agents, and employees as insured. The E&O Policy shall include the successful Offeror and the offeror's subcontractors of every tier as the designated in the declarations.

c) The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town of Vienna officials, officers, agents, and employees and only to claims arising out of or in connection with the work under this contract.

The insurance provided by the successful Offeror pursuant to the resulting contract shall apply on a primary basis and any other insurance or self-insurance maintained by the Town of Vienna or the Town of Vienna official, officer, agent, or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Offeror.

The coverages other than Worker's Compensation may be either on an occurrence or a claims-made basis. Provided, however, that claims-made coverage for other than the Products/Completed Operations shall respond to claims arising out of accidents, occurrences, incidents, and offenses happening after the commencement of the resulting contract but before the end of the contract completion date provided that the claim is made within five years after the contract completion date.

Prior to commencing work under a resulting contract, the successful Offeror shall furnish the Town of Vienna with a Certificate(s) of Insurance naming the Town of Vienna, its officers, employees and agents, as additional insureds, giving a forty-five (45) day notice of cancellation, non-renewal, or change in the insurance coverage, and/or restrictions.

10.46. SAFETY

All contractors and subcontractors performing services for the Town of Vienna are required to comply with OSHA standards and accepted safety rules and regulations.

10.47. OWNERSHIP OF PRODUCTS/SERVICES

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the Town of Vienna.

10.48. COLLUSION

By submitting a bid/proposal in response to this solicitation, the Bidder/Offeror represents that in the preparation and submission of this bid/proposal, said Bidder/Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder/Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

11. Vendor Questionnaire

11.1. Primary Contact*

Please provide the following information for the main contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

*Response required

11.2. Secondary Contact - Optional

Please provide the following information for the secondary contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

11.3. Certification Regarding Debarment*

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, town, city, or county for submitting bids for such work nor are they an agent of any person or entity that is now debarred.

☐ Please confirm

*Response required

11.4. Authorized to Transact Business in Virginia*

Please download the below documents, complete, and upload.

- Attachment_(SCC).docx

*Response required

11.5. Please provide three (3) references*

Municipality/Agency Job Location:

Contact Name:

Contact Email Address:

Contact Phone Number:

*Response required

11.6. Contractor's License

As required under Title 54, Code of Virginia (1950) a Contract for construction, removal, repair, or improvement of a building or other real property that exceeds one thousand ($1,000.00) shall furnish their licensed class (A, B, C, etc.) and their contractor number.

11.7. SWaM Status*

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some local government supplier diversity program.

Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?

☐ Yes
☐ No

*Response required

11.8. Certification Type

What is your company's certification type?

Select all that apply

☐ Small Business
☐ Woman-Owned Business
☐ Minority-Owned Business
☐ Service-Disabled Veteran (SDV)
☐ Disadvantaged Business Enterprise (DBE)

11.9. Certification Information

If applicable, please provide the Certification Entity/Agency and the Certification Number(s).

11.10. Other Documents

Please upload other documents here.

11.11. Percent Discount*

What is your percent of discount off list price for miscellaneous symbols and letters not listed in the bid table?

*Response required

11.12. Authorization*

In accordance with the terms, conditions and specifications of this Invitation for Bid, the authorized person(s) agrees to furnish the items and/or services requested. The authorized person(s) acknowledges that their bid is valid for a period of 90 days from the due date and certifies they have read, understand,

and agrees to all terms and conditions and requirements of this Invitation for Bid, and is authorized to contract on behalf of the firm submitting the response.

In the space below, enter the name and contact email of the person who has signature authority for the Offeror's company, and is hereby agreeing to the statement above.

*Response required

12. Bid Table

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Yellow Liquid Traffic Marking 4"	95,000	LF		
2	White Liquid Traffic Marking 4"	23,675	LF		
3	Eradication (Line Removal)	300	LF		
4	Stripping, Yellow Thermoplastic (Class I) 4"	5,000	LF		
5	Stripping, White Thermoplastic (Class I) 4"	5,000	LF		
6	Crosswalk, 6" Width Thermoplastic (Class I)	2,500	LF		
7	Crosswalk, 12" Diagonal Markings - Thermoplastic (Class I) Speed Hump Markings	2,500	LF		
8	Crosswalk 24" Longitudinal Markings - Thermoplastic (Class I)	1,000	LF		
9	Stop Bar - Thermoplastic (Class I) 24"	1,500	LF		
10	Lane Directional Arrows, Thermoplastic (Class I)	20	EA		
11	Stop Ahead Letters, Thermoplastic (Class I)	10	EA Set		
12	School Letters, 9' High, Thermoplastic Per MUTCD	4	EA Set		
TOTAL					