



INVITATION FOR BIDS (IFB)

Date: June 30, 2026

IFB NUMBER: 0730-26-BSMI

IFB SUBJECT: **BROAD STREET MULTIMODAL IMPROVEMENTS**

**PASSWORD PROTECTED (SEALED) BIDS TO BE ELECTRONICALLY SUBMITTED
ONLY TO:**

James. R. Wise, Purchasing Agent

jwise@fallschurchva.gov Phone (703) 248-5007

with copy to purchasing@fallschurchva.gov

DATE AND TIME: by no later than Thursday, July 30, 2026 @ 11:00 a.m. prevailing local time

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INQUIRIES: All Inquiries including questions, except as otherwise stipulated herein, shall be made in writing and forwarded to the Purchasing Agent, via email to:

jwise@fallschurchva.gov

with copy to purchasing@fallschurchva.gov and ylee@fallschurchva.gov

by no later than fifteen (15) days prior to the Bid due date.

Wednesday, July 15, 2026 by @ 3:00 p.m.

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NON-MANDATORY PRE-BID MEETING via Microsoft Teams:

Thursday, July 9, 2026 at 1 p.m.

(See Section VIII. Non-Mandatory Pre-Bid Meeting)

A SITE VISIT may be scheduled with the City Staff on a separate date and time (TBD). The City will set the date and time for the SITE VISIT ONLY with those Bidders who submit a request.

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Bids which are substantially incomplete or lack key information may be rejected by the City at its discretion. See Section XXVI. Bid Submission Requirements.

ALL REQUIRED ATTACHMENTS MUST BE COMPLETED, SIGNED (Where Applicable) AND RETURNED WITH BID.

DO NOT RETURN THIS ENTIRE IFB DOCUMENT

Additional Documents May Be Requested at a Later Date

SEE IFB SECTION XXVI. BID SUBMISSION REQUIREMENTS AND BID SUBMISSION CHECKLIST

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in alternate format upon request. Call 703.248.5007 (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

IFB #0730-26-BSMI**BROAD STREET MULTIMODAL IMPROVEMENTS**

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SEE ADDITIONAL ATTACHMENTS:

(Separate pdf documents to be downloaded by all Bidders)

ATTACHMENT A	BID SHEET - Excel Spreadsheet format
ATTACHMENT B	REQUIRED BID FORMS (B1 – B12)
ATTACHMENT C	VDOT & FEDERAL CONTRACT CLAUSES
ATTACHMENT D	VDOT REQUIRED FORMS
ATTACHMENT E	SPECIAL PROVISIONS
ATTACHMENT F	CITY OF FALLS CHURCH - DPW General Provisions for Construction Projects
ATTACHMENT G	CITY OF FALLS CHURCH - Tree & Landscape Specifications
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ATTACHMENT K	Plan Set
ATTACHMENT L	CITY OF FALLS CHURCH – Current and Historically Used Streetscape Elements
ATTACHMENT M	CITY OF FALLS CHURCH – Streetscape Standards [Amended 2025]
ATTACHMENT N	CITY OF FALLS CHURCH – Standard Terms and Conditions [February 2026]

BID SUBMISSION CHECKLIST

Recommended for use by all Bidders

I. SUBJECT

- A. The City of Falls Church (City) is soliciting competitive bids from licensed, qualified firms/Bidders to construct the Broad Street Multimodal Improvements Project (Project) as is further described herein. The Project shall include improvements on five intersections on West Broad Street between West Street and Virginia Avenue. An awarded Contractor shall, after executing a contract and receiving a Purchase Order, furnish all necessary labor, supervision, equipment, tools, material, transportation and resources necessary to complete the described Project in accordance with the specifications in this Invitation For Bid (IFB) and its attachments.
- B. This is a federally funded project. The Contractor shall fully comply with all VDOT and Federal requirements. Refer to Attachment E, *Special Provisions* for additional details.
 - UPC #111483, Federal Project #STP-5B01 (483), State Project #0007-110-197, C501; SmartScale grant funds administered by the Virginia Department of Transportation (VDOT)
- C. The Project to be performed under this term contract includes, but is not limited to, such work as is described in Attachment E, *Special Provisions*, supplemented by all other attachments to the IFB.
- D. The term “Contractor” shall mean the firm that has been awarded and executed a contract.

II. GENERAL

- A. ACCESS TO IFB: This IFB and any addenda are available on the City’s website: <https://fallschurchva.gov/Bids>. This solicitation and any associated addenda, or notices thereof, may also be published through eVA, the Commonwealth of Virginia’s electronic procurement portal for registered suppliers (<https://eva.virginia.gov>).
- B. Bidders should note that changes to the IFB, in the form of addenda, are often issued between the IFB issue date and within ten (10) days before the closing of the IFB.

Bidders are solely responsible for checking the City’s Website to ensure that they have the most current information regarding this IFB.

Please note that Bidders may sign up to receive emails or text messages when solicitations are posted and updated on the City’s website. To take advantage of this feature, interested parties may go to <https://fallschurchva.gov/Bids> and sign up for notifications.

All addenda will become part of any resulting contract and must be signed and submitted with your bid package.

- C. Inquiries received by the City at the email addresses in the “**INQUIRIES**” section of the cover page of this document less than fifteen (15) days before the date set for the opening of Bids will not be given consideration. Any material question or interpretation of a requirement or specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City’s website (<https://fallschurchva.gov/Bids>) no later than ten (10) days before the date set for receipt of bids. If utilized for the initial IFB release, addenda, or

notices thereof, will also be published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers).

Oral answers will not be authoritative.

- D. The City is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by Bidder in the preparation, submission, and presentation of the bid are the sole responsibility of the Bidder and may not be charged to the City.
- E. ACCEPTANCE OF BIDS - BINDING SIXTY (60) BUSINESS DAYS: All bids submitted shall be binding for sixty (60) days following solicitation opening date, unless extended by mutual consent of all parties.
- F. CONTACT RESTRICTED: Except as otherwise provided herein, no Bidder shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Agent or Purchasing Agent's designee, concerning or related to this IFB after the date of this solicitation's release and before award or cancellation of this IFB except with the foreknowledge and permission of the Purchasing Agent or designee. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Bidder from this procurement process.
- G. INFORMATION RESTRICTED: All requests to or from a Bidder, potential Bidder or other third party regarding information about this solicitation, including its interpretation, progress and/or award status should be referred directly to the addresses on the cover page of this document. Failure to comply with this requirement may be cause for a Bidder's disqualification. This restriction does not apply to reasonable and necessary communications with existing or potential subcontractors or partners for the sole purpose of a Bidder's Bid Package development under this solicitation.
- H. This solicitation is being conducted in accordance with the guidelines of the Competitive Sealed Bidding method of contractor selection per the Virginia Public Procurement Act (VPPA) and the City's Purchasing Resolution both of which are incorporated herein by reference.

III. COMPETITION INTENDED

- A. It is the City's intent that this Invitation for Bids (IFB) permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such written notification must be received by the Purchasing Agent no later than ten (10) days prior to the date set for the bids to be received. Any such notification shall be sent to the Purchasing Agent's email address: jwise@fallschurchva.gov with a copy to purchasing@fallschurchva.gov. Confirmation of email receipt shall be the responsibility of the notifying Bidder.
- B. Nothing herein is intended to exclude any responsible Bidder or in any way restrain or restrict competition. All qualified Bidders are encouraged to submit bids.

IV. ELIGIBILITY

- A. The following are minimum requirements for bid submission:

1. The Bidder must submit its Virginia State Corporation Commission (SCC) registration number or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Virginia."
2. The Bidder must be currently licensed in accordance with any specific requirements of this solicitation and the Code of Virginia (Licensed Engineer, Contractor's license, etc.). However, for solicitations involving federal funding, contractor licensing is not required at the time of bid submittal.

It is the Bidder's sole responsibility to have knowledge of the applicable license (s), if any, associated with this solicitation's scope of work. Any applicable license(s) shall be maintained during the term of any resultant contract.

- B. Any person or firm, or agent of any person or firm, currently suspended, debarred or otherwise excluded (i.e. discontinued, enjoined, inactive, prohibited) from participation in City procurement, or submitting bids or proposals on contracts by any other local government or agency of the Commonwealth of Virginia or the Federal Government, is not eligible for contract award under this solicitation.
- C. Any current debarment or exclusion status (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.
- D. The Bidder represents and warrants that:
 1. Bidder is financially solvent and experienced in and competent to perform this type of work.
 2. Bidder is familiar with all Federal, State, local laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part.
 3. Such temporary and permanent work required by the City can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property.

V. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

- A. A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the Virginia State Corporation Commission (SCC) or applicable exemption.
- B. The Bidder's SCC ID number, if applicable, shall be provided in Attachment B4 "Proof of Authority to Transact Business in Virginia Form." The VA SCC Business Registration number IS NOT the same as a Tax ID number.

VI. HEALTH AND SAFETY COMPLIANCE

All Contractors and Subcontractors working for the City are required to comply with current health and safety protocols as established by the Commonwealth of Virginia, Fairfax County Health Department, City of Falls Church and the U. S. Centers for Disease Control and Prevention (CDC).

VII. RIGHTS OF THE CITY

- A. Among the indisputable rights of the City specified herein, the City, at its sole discretion may:
1. Cancel, withdraw or re-advertise this IFB; accept or reject all bids; and/or waive minor technicalities/informalities.
 2. An award will be made to the lowest responsive and responsible Bidder complying with all provisions of the IFB. The City will not disqualify a bidder based on qualifications not explicitly stated in this IFB. Any disqualification issued by the City shall require VDOT concurrence.
 3. Add, delete or change goods, locations, frequency of service, or other factors related to the goods and or services under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
 4. Use any or all ideas presented in reply to this solicitation, subject only to the limitations regarding trade secret/proprietary data of Bidder.
 5. Debar or suspend a contractor in accordance with the City's Purchasing Resolution.
- B. This is an Invitation for Bids and is in no way to be misconstrued as a commitment to purchase on the part of the City.

VIII. NON-MANDATORY VIRTUAL PREBID MEETING/ SITE VISIT

- A. A virtual non-mandatory PreBid Meeting is scheduled for Thursday, July 9, 2026 at 1 p.m. via Microsoft Teams.

To request an invitation to the PreBid Meeting:

Email request to Purchasing Agent James R. Wise jwise@fallschurchva.gov with copies to Purchasing@fallschurchva.gov and ylee@fallschurchva.gov

By Wednesday, July 8, 2026 @ 3:00 p.m.

Subject line of email: IFB Number & PreBid Meeting Request

Although not mandatory, participation is strongly encouraged.

- B. The purpose of the PreBid Meeting is to allow Bidders an opportunity to present questions and obtain clarification relative to any facet of this IFB. Answers provided during the PreBid Meeting are for informative purposes only. Authoritative answers will be provided in a written Addendum to the solicitation that will be issued after the PreBid meeting. Any substantive changes to the IFB resulting from this meeting will be included in the written Addendum. Please have a copy of this IFB available while attending the Teams meeting.
- C. Bidders may visit the project site at any time unless the site is in an area that is not accessible to the general public or otherwise restricted.

The Project Site(s) will be available for inspection with City staff on a separate date and time (TBD), should potential Bidders be interested. A single Site Visit with City staff may be scheduled, if so requested.

To request a Site Visit:

Email request to James R. Wise, Purchasing Agent
jwise@fallschurchva.gov with copies to Purchasing@fallschurchva.gov
and ylee@fallschurchva.gov

by Wednesday, July 8, 2026 @ 3:00 p.m.

Subject line of email: IFB Number & Site Visit Request

- D. Failure to attend the PreBid Meeting and/or review the site(s) will not prohibit Bidder from submitting a bid. The Bidder is responsible for ascertaining conditions at the site, and claims as a result of failure to inspect the job site will not be considered.

IX. SCOPE OF WORK & REQUIREMENTS

Please refer to Attachment E, *Special Provisions* and additional IFB Attachments for detailed requirements.

A. Brand Names and Proposed Equals

1. The Special Provisions and Supplemental Specifications contain information regarding specific materials. In some cases, preferred manufacturers have been identified, however, unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired.
2. Any item that the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Failure to furnish adequate data for evaluation purposes may result in declaring an offer non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is an "equal" product, such Bid will be considered to offer the brand name product specified in this solicitation.

X. CONTRACT TERM AND RENEWAL OPTIONS

- A. If a contract is awarded, it shall cover the target period from date of award through a two-year period (Initial Term) or as otherwise provided in the resultant contract.
- B. The City may extend the term of an existing contract to allow completion of any work undertaken but not completed during the then-current term of the contract.
- C. GRANT FUNDING: The Scope of Work outlined in this IFB is funded wholly or in part through the Federal SmartScale grant, provided by the VDOT via grant number UPC 111483.
- D. NON-APPROPRIATION OF FUNDS - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by the City of Falls Church City Council, as applicable. In the event of non-appropriation of funds by the City Council for the goods/services provided under contract, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

XI. BID SECURITY – BID BOND

- A. The Bid must be accompanied by a bid bond (a certified check upon a solvent bank or trust company), made payable to the order of "The City of Falls Church," or cash escrow in an amount not less than five percent (5%) of the total bid price submitted. The City's Bid Bond Form (Attachment B6) shall be used for Surety Bid Bonds.
- B. A scan of the bid bond must be included with the electronically submitted Bid Package.
- C. The original Bid Bond security (or certified check, or written confirmation from a banking institution regarding cash escrow account established for this purpose, as applicable) is to be submitted by mail, courier or delivered in person ONLY to:

City of Falls Church
 Attn: Treasurer
 Department of the Treasurer
 300 Park Avenue, Suite 201 West
 Falls Church, Virginia 22046
 Phone: 703-248-5046
 Email: jacosta@fallschurchva.gov with copy to treasurer@fallschurchva.gov
 Office Hours: 9 a.m. – 4 p.m.

These originals shall be placed in a sealed, opaque envelope and clearly marked in the lower left-hand corner with the Company Name, City IFB number and title. The received date/time of the bid security will be recorded on the envelope. The original Bid Bond is due by the due date/time of IFB.

- D. **The failure to submit a scan of the Bid Bond as detailed above may result in the Bid being declared as Non-Responsive.**
- E. The bid security of the unsuccessful Bidders will be returned within fifteen (15) days after the execution of the Contract or, if no such Contract has been executed, within ninety (90) business days after the date of opening Bids. The bid security of the successful Bidder will be returned only after the Bidder has duly executed the Contract and furnished the required bonds and insurance.
- F. Bids shall be firm and irrevocable for sixty (60) business days after the date fixed for opening the Bids unless such time period is extended by mutual consent of the parties.

XII. CONTRACT SECURITY - PERFORMANCE AND PAYMENT BONDS

- A. If so required by the City, the Contractor shall furnish Performance Bond and Payment Bonds in sums equal to the amount of the purchase order per contract requirements. The Performance Bond shall remain in full force throughout all contract terms and through the one year warranty/guarantee period following completion and acceptance, as applicable. The bonds shall utilize City approved performance and payment bonds forms.
- B. The Performance and Payment Bonds shall be issued by a solvent and responsible surety company licensed to conduct business in the Commonwealth of Virginia, named in the current list of "Surety Companies Acceptable on Federal

Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and acceptable to the City. These bonds shall be delivered and countersigned by a local authorized representative of such Surety who is a resident of the Commonwealth of Virginia, regularly commissioned and licensed in the Commonwealth and producing satisfactory evidence to the City of the person or persons executing the bonds to execute them on behalf of the Surety. The Performance and Payment Bonds shall serve as security for the faithful performance of this Contract, and for the payment of all persons performing labor and furnishing materials and services in connection with this Contract.

- C. The premiums on the Performance and Payment Bonds shall be paid by the Contractor.
- D. If at any time the City becomes dissatisfied with any Surety or Sureties upon the Performance and Payment Bonds, or if for any other reason such bond shall cease to be adequate security for the City, as determined by the City in its sole discretion, the Contractor shall, within five (5) business days after notification, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to the City. The premiums on such Bonds shall be paid by the Contractor. No further partial payments shall be deemed due or be made until the new sureties have qualified.
- E. Notwithstanding any provisions in these Contract Documents to the contrary, the Contractor may furnish the City with a certified check or cash escrow in the amount of the Contract Sum and in a form acceptable to the City in lieu of the payment bond, the performance bond, or both.

XIII. PRICES

All Contract unit prices will remain firm through the Contract Term, except as otherwise provided in a resultant contract.

XIV. PROMPT PAYMENT DISCOUNT

- A. Unless otherwise specified herein, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- B. In connection with any discount offered, time will be computed from the date an undisputed invoice is received by the City. In the event the Bidder does not indicate a prompt payment discount, it shall be construed to mean NET thirty (30) days.
- C. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the City check or issuance of an Electronic Funds Transfer, if applicable.

XV. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- A. Unless otherwise specified, any quantities detailed in this solicitation are estimates only, and are given for the information of Bidders and for the purpose of bid evaluation. They do not indicate the actual quantity of goods/services that will be ordered or may be required to meet the specifications or

requirements in the Scope of Work since the actual volume will depend upon requirements that develop during the contract period.

- B. Any such estimates shall not relieve the Contractor of their obligation to perform all services which may be ordered under the contract. The City reserves the right to expand or delete services as necessary and cannot guarantee the amount of work which may be ordered or predict funding for the Project.
- C. No bid will be considered which stipulates that the City shall guarantee to order a specific service, task, goods or quantities thereof.

XVI. SUBCONTRACTORS

- A. As used in this solicitation, the term "subcontractor" shall also include firms and/or persons either directly or indirectly employed by Contractor, partners identified in the bid, and/or others furnished by or acting at Contractor's direction or on Contractor's behalf under the contract.
- B. In the event that the Bidder desires to subcontract some part of the work specified in this solicitation, the Bidder shall furnish the City the names, qualifications, and experience of the proposed material/key subcontractors and the percentage of the work under any resultant contract to be performed by each with the bid. The Bidder shall provide services as the Prime Contractor under any resultant contract and all subcontractors shall be responsible to the Prime Contractor.
- C. In addition, if during the course of the contract, the Contractor wishes to use a subcontractor(s) other than the firms identified in its original bid, advance written notice and approval of the City shall be required. In some instances, state or federal agency approval of additional Subcontractor(s) shall be required. The City reserves the right to review, accept and/or reasonably reject the successful firm's selection of all subcontractors.
- D. During the course of the contract, if the Contractor wishes to use a subcontractor(s) other than the firms identified in the IFB, and/or the subcontractor(s) will perform more than 49% of the project work, advance written notice and approval of the City shall be required.
- E. All federal limitations upon and requirements for subcontracting shall be applied throughout the contract.
- F. The Contractor shall remain fully liable and responsible for: supervising and directing the work to be done by his/her subcontractor(s) including those persons either directly or indirectly employed by Contractor and shall assure compliance with all the requirements of the contract; payment to; performance, acts and omissions of their subcontractors, partners and of all persons employed by them and to assure that the subcontractors' insurance is in compliance with the requirements of this solicitation and for assuring that all sub-contractors, partners, and/or others furnished by or acting at Contractor's direction or on Contractor's behalf, comply and remain in compliance with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.

- G. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended, debarred or otherwise excluded from participating in contracting programs by any agency of the United States Government, the Commonwealth of Virginia or any other state.
- H. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors. The City reserves the right to request a copy of all subcontracts.
- I. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the City.

XVII. LICENSES & VIRGINIA CONTRACTORS

- A. Please refer to Attachment E, *Special Provisions* for specific licensing and certification requirements.
- B. Per VA Code Sections 54.1-1100 et seq. certain licenses for contractors, tradesmen and others are required; an unlicensed contractor is not permitted to submit a bid where the resultant contract will require a license. However, for solicitations involving federal funding, contractor licensing is not required at the time of bid submittal.
- C. Each Bidder is responsible to determine which license(s), if any, are required to perform the work specified in this IFB.
- D. Bidders shall note the applicable VA License Number and include a copy of the applicable license(s) with their bid. If no license is required, or licensing is not required at the time of bid submittal for a federally-funded project, Bidder shall so state on the Company Information form.

XVIII. CONSTRUCTION SAFETY VIOLATIONS

The Contractor shall comply with the Construction Safety requirements incorporated into City Purchasing Resolution TR22-38, as revised and readopted by the City Council of the City of Falls Church on September 27, 2022:

- A. Each bid submitted to the City for a contract for construction, as defined by the Virginia Public Procurement Act (VPPA) shall include a list of all the following involving the bidder and that have been issued or become final (no longer are subject to appeal) in the three years prior to the bid submission:
 - 1. Willful violations of any code, law, regulation, or other safety requirement, violations or failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) any other governmental entity having oversight over occupational safety and health matters or
 - 2. Any construction safety violations that meet the standard of “serious” as defined by the United States Department of Labor for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) any other governmental entity having oversight over occupational safety and health matters; within the past three years; or

3. Any termination of a contract between the contractor and any public entity for, in whole or in part, safety violations.
- B. If the bidder has not received or been the subject of any actions referenced above in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Construction Safety Violations Certification.
 - C. The Purchasing Agent may consider the documentation submitted pursuant to this section in evaluating bidders. In addition, Bidders may be subject to a special audit of their safety records as needed, in the discretion of the Purchasing Agent. The Purchasing Agent may inquire a Bidder for their safety records which include but not be limited to the following:
 1. The bidder's fatality record for the past five (5) years.
 2. Corrective action taken by a bidder to prevent the recurrence of safety violations.
 3. Days Away From Work Incident Rate for the past three (3) years.
 4. Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.
 - a. The bidder's Worker's Compensation Experience Modification Rating for the past three (3) years.
 - b. Detailed information regarding the bidder's safety program, including but not limited to a Safety and Health plan and qualifications of the safety personnel.
 - c. Written certification that management or other staff directly involved in or in charge of projects that experienced safety violations listed above will not be involved in the City project.
 - d. Incorporation of safety and health related issues into their new employee orientation programs.
 - e. The number and type of safety training programs conducted for the bidder's employees.
 - f. Frequency of safety "tailgate meetings" conducted by the firm.
 - D. The determination of non-responsibility rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of Article 4 Section 2 of the City's Purchasing Resolution.
 - E. It shall be a condition of each City construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the Work shall require any person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to their safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.

XIX. TRADE SECRETS OR PROPRIETARY INFORMATION

- A. Trade secrets or proprietary information submitted by a Bidder in response to this Invitation for Bids shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Bidder must invoke the protection of

this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia) for consideration and acceptance by the City as trade secrets or proprietary information.

- B. Attachment B1.1 "Trade Secret/Proprietary Information Identification" must be completed, signed and returned with your bid.
- C. **Classification of an entire bid document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the bid.**

XX. DEBARMENT/EXCLUSION STATUS

By submitting a bid, the Bidder (including any partner, associate, or subcontractor associated with the provision of goods/services under this solicitation) certifies that they are not (1) currently suspended, debarred or otherwise excluded (i.e. discontinued, enjoined, prohibited) from submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred, suspended or excluded from submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The City will confirm a firm's status via the U.S. Government's System for Award Management (SAM) at <https://sam.gov/> and applicable Commonwealth of Virginia resources.

XXI. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE IFB

- A. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it shall immediately notify the Purchasing Agent (purchasing@fallschurchva.gov) of such error in writing and request modification or clarification of the document. The City will make modifications to material issues by issuing a written revision and will give written notice via addenda posted on the City's website (<https://fallschurchva.gov/Bids>) and eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<https://eva.virginia.gov>).
- B. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Invitation for Bids prior to submitting the bid. Any bids that include assumed clarifications and/or corrections without required authentication of same may be subject to rejection by the City.

XXII. CONTRACT DOCUMENTS

- A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded in addition to any IFB clarifications, responses to questions/issues and the Bidder's Bid.
- B. Other documents which shall become a part of any resultant contract include but are not limited to:
 - 1. Bidder's Bid and any modifications accepted by the City

2. Any Memoranda of Clarification, if applicable.
 3. Other documents which may be incorporated by reference, if applicable.
 4. City's Purchase Order.
- C. There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between the Bidder and the City or a Purchase Order is issued and accepted.
- D. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

XXIII. CONTRACT DISPUTES

- A. Any dispute concerning a question of fact as a result of a Contract with the City which is not disposed of by agreement in writing shall be decided by the City Purchasing Agent. Contractor shall give written notice to the City's Purchasing Agent to include the facts of the dispute and Contractor's intent to file a claim for money or other relief within ten (10) days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. Any notice or dispute shall be delivered to the City's Purchasing Agent, 300 Park Avenue, Room 204E East, Falls Church, VA 22046 with an emailed copy to Purchasing@fallschurchva.gov) and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested.
- B. The City Purchasing Agent shall reduce their decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the City Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action prior to receipt of the City Purchasing Agent's decision on the claim, unless the City Purchasing Agent fails to render such decision within the time specified.
- C. Nothing herein shall preclude the requirement for submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising as a result of a Contract or Purchase Order. Each party shall bear its own expenses resulting from any litigation, including attorney's fees.

XXIV. BID PREPARATION

- A. Before submitting a bid, the Bidder must read the entire solicitation. Failure to read any part of this solicitation shall not relieve the Contractor of its contractual obligations.
- B. The Bid Forms must be completed, signed and dated where applicable. All information requested must be submitted. Bids which are substantially incomplete or lack key information may be rejected by the City at its discretion. Bid contents should be arranged in the same order and identified with headings as may be presented herein.

XXV. BID SUBMISSION COVENANTS

The Bidder's signature on the IFB Offer Form covenants and certifies acknowledgement and compliance with the following:

1. Fully Informed - The Bidder acknowledges that it has read this solicitation, understands it, has satisfied itself from its own investigation of the conditions to be met and/or goods to be provided, fully understands Bidder's obligation, agrees to be bound by this solicitation's terms and conditions, and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information. In addition, the Bidder has or will provide properly trained employees, staff, subcontractors (if approved by the City), or other personnel; and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations; that in any manner may affect the cost, delivery, progress, or performance of goods and/or work proposed and to be provided under this IFB.
2. Collusion - In the preparation and submission of this IFB, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm 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 et seq.) 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.
3. Employees/Officials Not to Benefit
 - a. To the best of the Bidder's knowledge, no City official or employee having official responsibility for this procurement transaction, or member of his or her immediate family (including spouse, parents or children), has received, been promised, directly or indirectly, or will receive any financial benefit, including but not limited to fees, commission, finder's fee, political contribution or any similar form of remuneration, or other financial benefit of more than nominal or minimal value on account of the act of awarding and/or executing this contract.
 If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the Purchasing Agent, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid. If the above does not apply at time of award of contract and becomes known after inception of a

contract, the Bidder shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Suite 204 East, Falls Church, VA 22046. Relevant Invitation for Bid Number should be referenced in the disclosure.

4. Licenses and Insurance - The firm submitting the Bid is licensed and registered to do business in the Commonwealth of Virginia and has the current Contractor's license(s), as may be required under this solicitation, as of the date of a contract award.

If awarded the contract, the Contractor shall have insurance coverages as specified in section entitled "Standard Provisions", subsection entitled "Insurance" at the time the work commences and shall submit proof of such insurance to the City as stipulated in that section.

5. Ethics In Public Contracting - The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Public Procurement Act as set forth in the Code of Virginia, as amended, pertaining to Bidders, contractors, and subcontractors are applicable to this solicitation. By submitting a bid, the Bidder certifies 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 subcontractor 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.
6. Conflict of Interest - The provisions referenced in the paragraph above entitled "Ethics In Public Contracting" 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.
7. Employment Discrimination By Contractor Prohibited - During the performance of any resultant contract, the Bidder will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides that:
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:
 - 1) 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.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
8. In every Contract over \$10,000 the following shall also apply:
- a. Drug Free Workplace -During the performance of any resultant contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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 prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.
 - b. Child and Forced Labor – The Contractor is (i) prohibited from the use of forced or indentured child labor in the performance of the contract and (ii) required to 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.

XXVI. BID SUBMISSION REQUIREMENTS

- A. The City will not accept paper, facsimile (FAX), or hand-delivered bid packages in response to this solicitation.
- B. Bidder shall complete and submit one (1) bid package consisting of one (1) secure password-protected PDF file containing required bid documents per Section G below. One (1) secure password-protected Excel Bid Sheet shall be submitted at the same time.
- C. All bid packages must be password-protected and submitted electronically via email ONLY to jwise@fallschurchva.gov (James R. Wise, Purchasing Agent)

with copy to Purchasing@fallschurchva.gov in accordance with the details below.

Subject line of email: IFB Number, Bidder's Name, Bid Package

- D. In accordance with Attachment B1.1 "Trade Secret/Proprietary Information Identification", if the Bid Package contains trade secrets or proprietary information, the Bidder shall also submit a separate, redacted (with applicable information blacked-out) PDF version of the original bid. The file name of the PDF(s) shall include the Bid number, Bidder's name, date of Bid, and the word "REDACTED", if applicable.
- E. To ensure that bids are secure, password access to bid packages should be sent by no later than the Bid Due Date and Time and addressed ONLY to jwise@fallschurchva.gov with copy to Purchasing@fallschurchva.gov. Passwords SHOULD NOT be included with the bid package submission BUT IN A SEPARATE EMAIL. The City is not responsible if the password to a Bidder's files is not received as requested, or the password is incorrect or otherwise prohibits the City from unsealing (opening) the bid at the appropriate time.
- F. The files shall be converted for PDF Letter (8 ½" x 11") paper size, with type no smaller than 12 point Arial or equivalent font size.
- G. Refer to the **Bid Submission Checklist**. A complete bid shall consist of the following minimum required documents:
 - 1. **Offer Form** Attachment B1, completed and signed by a person authorized to bind the company.
 - 2. **Any IFB Addenda (dated & signed)**, and/or exceptions for VA SCC Business Registration, if applicable.
 - 3. **Bid Forms**
 - **Attachment A - Bid Sheet**
(Bidders must use the separate downloadable Excel spreadsheet)
Text, price ranges, multiple entries and/or zeros (\$0) in any price specified line item is unacceptable. All Unit Price boxes **must** be completed with a dollar figure. Interlineations, text, price ranges and multiple entries on any line item are unacceptable. Any such entries will result in a nonresponsive bid. In the case of zeros (\$0) and lines with blank entries, the City shall interpret this to mean that the work or task being requested is being performed free of charge. Provide both the Excel and a pdf of the Excel Bid Sheet in the Bid Package.
 - **Attachment B1.1 - Trade Secret/Proprietary Information Identification**
 - **Attachment B2 - Company Information, Company Compliance Information & Project-Specific Information**
Bidders must provide specific and accurate Long Lead Item information.
 - **Attachment B3 - Company References & Current Projects**

At least one reference must be for a successfully completed federally-funded project, comparable in size and scope to this project.

The City will not disqualify a bidder based on qualifications not explicitly stated in this IFB. Any disqualification issued by the City shall need VDOT concurrence.

- **Attachment B4 - Proof of Authority to Transact Business in Virginia**
- **Attachment B5 - Construction Safety Violations Certificate**
- **Attachment B6 - Scan of Original Bid Bond - 5% of Grand Total Bid Price submitted** *(See Section XI. Bid Security – Bid Bond. The original Bid Bond shall be submitted separately)*
- **Attachment B9 - Non-Collusion Affidavit**
- **Attachment B10 - Non-Debarment / Suspension Certificate**
- **Attachment B11 - Title VI Civil Rights Certificate**
- **Attachment B12 - Certification Regarding Lobbying by Contractor**
- **Attachment D – Required VDOT Forms**
 - Copy of applicable licensing
 - Screenshot of VDOT Pre-Qualified Vendor listing
 - Screenshot of SAM registration showing firm is active
 - Resume of Project Superintendent
 - Proposed Schedule (General)
 - Sample written warranty

4. Additional documents as may be listed on the Bid Submission Checklist.

All information and prices must be completed for every line item on the bid forms listed above. All other pages should be retained in Bidder's file.

- H. Electronic Bid Packages will be accepted by the City up until the bid Due Date and Time listed for the IFB. The City is not responsible for email misdirected to incorrect email addresses.
- I. **Any bid received after the date and time due for bid submission as noted on the cover page will not be accepted or considered.** The time of receipt shall be determined as the time the bid is received by the Purchasing Agent. Bidders are solely responsible for ensuring that their bid is received by the Purchasing Agent by the deadline indicated.
- J. The City, and its officers, employees or agents will not have access to any Bids prior to the scheduled due date of the IFB.
- K. If the City declares administrative or liberal leave, scheduled receipt of bids will be extended to the next business day after which administrative or liberal leave has been canceled.

- L. Bidders are solely responsible for checking the City's Website to ensure that they have the most current information regarding the IFB.
- M. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Bidder. Carelessness in quoting business terms (i.e. prices), or in preparation of the bid will not relieve the Bidder. When an error is made in extending total prices, the unit price will govern. Bidders are cautioned to recheck their bids for possible error. Errors discovered after negotiation, if applicable, cannot be corrected, and the Bidder will be required to perform if its bid is accepted, except as otherwise provided herein.
- N. Conditional bids are subject to rejection in whole or in part.
- O. Under no circumstances shall any Bidder whose bid has not been awarded be entitled to any claim for compensation under this solicitation.
- P. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid, such expenses to be borne exclusively by the Bidder.

XXVII. PUBLIC BID OPENING

- A. All bids received in response to this Invitation For Bids (IFB) by the due date and time will be opened and read publicly on Thursday, July 30, 2026 as soon as practicable after 11:00 a.m. via Microsoft Teams

Email to register for public bid opening:

James R. Wise, Purchasing Agent jwise@fallschurchva.gov
with copies to Purchasing@fallschurchva.gov and ylee@fallschurchva.gov
by Wednesday, July 29, 2026 @ 3:00 p.m.

Subject line of email: IFB Number; Bid Opening Invitation Request

- B. **The City will verify that emailed passwords will allow access to the secured bid files but will not unseal the bids until the Public Bid Opening time and date.**
- C. The official Bid Tabulation will be posted on the City's website: <https://fallschurchva.gov/Bids>.

XXVIII. BID EVALUATION/CONTRACT AWARD

- A. Award will be made to the lowest responsive and responsible Bidder complying with all provisions of the IFB. The City will not disqualify a bidder based on qualifications not explicitly stated in this IFB. Any disqualification issued by the City requires VDOT concurrence.
 - 1. Responsiveness relates to compliance in all material aspects with the provisions of the solicitation, including specifications and terms and conditions. Failure to comply with the requirements and/or terms and conditions set forth in this IFB may result in a bid being declared nonresponsive.
 - 2. Responsible Bidder means a person/firm who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required. Any disqualification issued by the City shall need VDOT concurrence.

3. The City expressly reserves the right to reject the bid of such Bidder, if such records disclose that said Bidder, in the opinion of the City, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.
- B. To be considered for an award, a Bidder must comply in all material respects with the IFB and must have VDOT prequalification.
- C. The City reserves the right to reject any or all bids and to waive any informality in bids received. The City also reserves the right to reject the bid of a Bidder deemed to be a non-responsible Bidder.
- D. TIE BIDS: In the case of a tie bid, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-43 24 of the Code of Virginia. If no City or Commonwealth choice is available, the tie shall be decided by lot.
- E. All awards for goods and non-professional services over \$100,000 are contingent upon City Council approval.
- F. Before the Contract is awarded, the bidder shall verify to the City that it maintains VDOT prequalification to provide for the Contract Work. Failure by the lowest responsive bidder to sufficiently satisfy the City of its ability to meet VDOT requirements may serve as grounds for rejection of the bid. Any disqualification issued by the City shall need VDOT concurrence.
- G. SINGLE BID RESPONSE/INSUFFICIENT COMPETITION: If only one bid is received for a solicitation or the City otherwise concludes that there is insufficient competition (i.e. only one responsive and responsible Bidder), the City will make a written determination whether to award or to reject the bid. If it is decided to make the award based on a single bid response, the City will make a determination that the prices are fair and reasonable. This determination may be based on price analysis, value analysis or a combination thereof. Price Analysis techniques may include, but are not limited to: comparison with prices for functionally similar items, prices paid by other consumers, prices set forth in a public price list or commercial catalog, City estimates, or the evaluation of two or more similar contracts, if available, awarded to the Bidder within the past two (2) years. In all cases, the Bidder agrees to fully cooperate with the City by providing reasonably requested information. If a determination is made that the prices are not fair and reasonable, then the City may reject the bid, cancel the solicitation and resolicit.

XXIX. BID MODIFICATION/WITHDRAWAL

- A. Prior to Bid Opening - 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 of its intentions in writing containing the original signature of the Bidder.
 1. If a change in the bid is requested, the modification must be so worded by the Bidder as to not reveal the original amount of the Bid but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the bid will not be known to the City until the sealed bids are opened. Modifications shall not be made on the outer envelope or packaging

2. Modified and withdrawn bids may be resubmitted to the Purchasing Office up to the time and date set for the receipt of bids.
3. Except as otherwise provided herein, no bid can be withdrawn after the time set for the receipt of Bids and for one hundred eighty (180) days thereafter.

- B. After Bid Opening - Bids that have been appropriately opened by the City cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid.

Withdrawal must be requested within two (2) business days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act. The Purchasing Office will inspect the written evidence submitted by the Bidder with the request and if the Purchasing Office can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw the bid.

No bid shall be withdrawn under this section when the result would be the awarding of 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.

If the City denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such bidder is a responsible and responsive Bidder.

- C. Effect of Bid Withdrawal - If a bid is withdrawn under the authority of this Section, the lowest remaining bid shall be deemed to be the low bid.

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.

Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

XXX. NOTICE /ACCEPTANCE AGREEMENT

- A. The successful Bidder, within a period of ten (10) days from the date of the City's acceptance and approval of their bid, shall be expected to sign the contract (or accept the Purchase Order) and to submit the Certificate of Insurance as

required in the relevant article of the contract. Failure to do so may cause the bid to be considered withdrawn.

- B. Performance under any resultant contract shall not begin until receipt of the City's Purchase Order. Contractors providing goods or services without a signed City purchase order do so at their own risk. The City will not be liable for payment of any purchases made by its employees without appropriate purchase authorization signed by Purchasing Agent.

XXXI. PROTEST OF AWARD OR DECISION TO AWARD

Any Bidder may protest the award or decision to award only in accordance with the provisions of Sections 2.2-4357 through 4364 of the Code of Virginia, and only if such is provided for in such Code section.

XXXII. NOTICE OF AWARD

Public announcement of an Award and/or Intent to Award will be posted on the City's website: <https://fallschurchva.gov/Bids>.

XXXIII. DOCUMENTATION OF CONTRACTOR PERFORMANCE ISSUES

The City may utilize its Documentation of Contractor Performance Issue (DCPI) procedure or other notification processes to document Contractor performance issues. Such notices are intended to improve the quality of services by facilitating communication between the City and Contractors with regard to issues requiring remedial action. Should a Contractor receive repeated DCPI issuances or other such notices, the City may consider taking additional steps, including but not limited to the issuance of a "Notice to Cure", "Notice of Default", and/or termination/cancellation of the contract. The City shall consider any such DCPI or similar documentation when contemplating future contract awards and/or renewals.

XXXIV. TAX EXEMPTION

The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Such Certificate will be furnished upon request. The price offered must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

XXXV. ANTI-DISCRIMINATION

By submitting their bids, Bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the

recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1E)

XXXVI. TRANSPORTATION AND PACKAGING

By submitting their bids, all Bidders certify and warrant that the price offered for FOB destination – Freight Prepaid & Allowed includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked.

XXXVII. VDOT and/or FEDERAL GOVERNMENT CONTRACT REQUIREMENTS

- A. If any purchase order, task(s) or task order under any contract resulting from this IFB is to be funded in whole or in part by the Virginia Department of Transportation (VDOT) or any other State or Federal Government funding source, the Contractor shall comply with supplemental terms and conditions. This shall include the utilization of Disadvantaged Business Enterprises (DBEs), as applicable, and required by any state and/or federal agency for such applicable tasks and/or projects. The City reserves the right to amend the contract, as is permitted, for inclusion of such terms, conditions and provisions.
- B. For each purchase order, task or task order issued under the contract to be funded by VDOT or any other state or Federal Government sources, the City shall notify Contractor of the funding source and the Contractor shall comply with the associated requirements.
- C. Necessary specifications, provisions and clauses in Federal, State and/or VDOT documents, including but not limited to the most current versions of the *Virginia Department of Transportation Road and Bridge Specifications*, *Virginia Department of Transportation Road and Bridge Standards*, and the *Virginia Work Area Protection Manual* are incorporated herein by reference and made a part hereof.
- D. If any task issued by the City is funded by grant monies, the Bidder and the City shall adhere to terms and conditions specified in individual grant agreements.
- E. On December 26, 2013 new consolidated guidance was issued by the federal government in the form of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). The purpose of the "Uniform Guidance" was to streamline and establish standardized administrative requirements, cost principles, and audit requirements for Federal Awards to non-Federal entities. As a sub-Grantee of federal funds, the City and its consultants/contractors must agree to compliance with all applicable federal regulations, recognizing that (1) these funds are subject to applicable statutory provisions and regulations; and (2) grant awards are subject to the applicable provisions of the Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

- F. For all Federal-Aid Highway Programs, the City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) as amended and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, religion, age, color, gender or national origin in consideration for an award.

XXXVIII. ORDER OF PRECEDENCE

- A. In the event that there is a conflict between any specific terms, conditions and/or provisions of this IFB, the specific provisions of the IFB shall take precedence over the "Standard Terms and Conditions" attachment hereto which shall take precedence over the "General Conditions and Instructions to Bidders" sections herein.
- B. In the event there is a conflict between any specific terms, conditions and/or provisions of contract documents resulting from this solicitation, the contract shall take precedence over the IFB which shall take precedence over the Bidder's response to the IFB unless otherwise stipulated in the contract.
- C. For projects funded by any Federal Government agency, in the event there is a conflict between the specific terms, conditions and/or provisions of any contract documents resulting from this IFB and the terms, conditions and/or provisions of such agency, that *the federal-aid or most conservative contract language shall take precedence.*

XXXIX. EQUAL OPPORTUNITY AND SMALL, WOMEN-OWNED, MINORITY-OWNED, MILITARY FAMILY OWNED, AND SERVICE-DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS PARTICIPATION

The City endeavors to contribute to the preservation and growth of small, minority-owned, women-owned and service-disabled veteran-owned businesses and employment services organizations by encouraging participation in the procurement process for goods and services. The City:

- a. Prohibits employment discrimination by contractors and requires that every City contract over \$10,000 include language to this effect, including subcontracted work;
and
- b. Publishes formal solicitations on the Commonwealth's eProcurement portal, eVA, which provides access to procurement opportunities by firms registered with the Virginia Department of Small Business and Supplier Diversity (SBSD).

The SBSD is Virginia's agency dedicated to enhancing the participation of small, women owned, minority-owned, military family owned, and service-disabled veteran owned businesses and employment services organizations in Virginia's procurement process. SBSD administers various certification programs including:

Small, Women-owned, and Minority-owned Business businesses (SWAM), Disadvantaged Business Enterprises (DBEs), Service Disabled Veteran owned businesses (SDV) and Employment Services Organization (ESP) providing community-based employment services to individuals with disabilities. More information <https://sbsd.virginia.gov>.

Contractors are encouraged to use SWaMs on all projects as subcontractors and/or suppliers including state-funded projects and DBEs on federally-funded projects which permit subcontracting. For certain grant-funded projects, SWaM or DBE requirements and/or goals shall be applicable and the City's contractors shall comply with the requirements set forth by the U.S. OMB pertaining to small and minority business utilization.

Notwithstanding the above, City contracts shall be awarded in accordance with the evaluation/award details herein. There is no set aside program.

XL. BPOL LICENSE REQUIREMENT

As required by the Office of the Commissioner of the Revenue, Contractor shall be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. All questions regarding the BPOL license requirement and tax applicability for a particular procurement should be referred to the Office of the Commissioner of the Revenue, City Hall, 300 Park Avenue, Suite #202W, Falls Church, Virginia 22046-3301; Phone: (703) 248-5450; Fax: (703) 248- 5212. Email: commissioner@fallschurchva.gov. Additional Information about doing business in the City may be accessed at the following website: [Contractor Requirements – Working in the City](#).

XLI. GENERAL DEFINITIONS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids/offers on all solicitations issued by the City will bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.
- C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Bidders" and the Specific Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
 1. DEFINITIONS: The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular section or provision:
 - a. BID: The offer of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation (Invitation for Bids).

- b. BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the City.
- c. CITY: City of Falls Church.
- d. CONTRACTOR: An individual, company, firm, corporation, partnership or other organization that has been awarded and executed a contract with the City.
- e. DAY: Unless otherwise specified “day” or “days” shall mean calendar days
- f. GOODS/PRODUCTS: All material, equipment, supplies, printing, and/or automated data processing/information technology hardware and software.
- g. INFORMALITY: A minor defect or variation of a bid from the exact requirements of the solicitation which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- h. INVITATION FOR BIDS (IFB): A request which is made to prospective Bidders for their quotation on goods or services desired by the City. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- i. PURCHASING AGENT: The Purchasing Agent employed by the City of Falls Church or his/her designee.
- j. RESPONSIBLE BIDDER: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. Any disqualification issued by the City shall need VDOT concurrence.
- k. RESPONSIVE BIDDER: an individual, company, firm, corporation, partnership or other organization who has submitted a bid that conforms in all material respects to the Invitation to Bid.
- l. SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- m. SOLICITATION: As applicable, the IFB or process of notifying prospective Bidders that the City wishes to receive bids on a set of requirements to provide goods or services.
- n. STATE: Commonwealth of Virginia.

CONDITIONS OF SOLICITATION RESPONSE - GENERAL

- 2. QUALIFICATIONS OF BIDDERS: 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 physical facilities prior to award to satisfy

questions regarding the Bidder's capabilities. The City further reserves the right to reject any bid if investigations fail 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. The City will not disqualify a bidder based on qualifications if a bidder maintains VDOT prequalification and meets the criteria for eligibility based on this IFB. Any disqualification issued by the City shall need VDOT concurrence.

3. **LEGAL ACTION:** No Bidder, potential Bidder, or subcontractor shall institute any legal action until all statutory requirements have been met.
4. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **FORMS:** Unless otherwise specified in the solicitation, all submittals in response to a solicitation shall be submitted on the forms provided, including (for IFBs) the Pricing Schedule, properly signed in ink in the proper spaces and submitted in a sealed envelope. Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

CONDITIONS OF SOLICITATION RESPONSE – IFB PROCUREMENT

6. **ACCEPTANCE OF BIDS - BINDING 180 DAYS:** Unless otherwise specified, all bids submitted shall be binding for one hundred eighty (180) calendar days following solicitation opening date, unless extended by mutual consent of all parties.
7. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) business days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all Bidders no later than three (3) business days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
8. **PROHIBITION AGAINST UNIFORM PRICING:** In submitting a solicitation response each Bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of

participating Bidders. Any disclosure to or acquisition by a competitive Bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

9. **BIDDER INTERESTED IN MORE THAN ONE SOLICITATION:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a bid directly for the work, materials or supplies.
10. **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.
11. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
12. **CONDITION OF COMMODITIES:** All items bid shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in solicitation. Verbal agreements to the contrary will not be recognized.
13. **SAMPLES:** Samples, if required, must be furnished free of expense to the City on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at Bidder's expense. Each sample must be marked with the Bidder's name and address, City's request number and opening date. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

BIDDER REMEDIES

14. **APPEAL OF DENIAL OF WITHDRAWAL OF BID:**
 - a. A decision denying withdrawal of a bid submitted by a Bidder shall be final and conclusive unless the Bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
 - b. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.
15. **APPEAL OF DETERMINATION OF NONRESPONSIBILITY:**
 - a. Any Bidder who, despite being the apparent low Bidder, is determined not to be a responsible Bidder for a particular City contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the Bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.

- b. If, upon appeal, it is determined that the decision of the City was arbitrary or capricious and the award for the particular City contract in question has not been made, the sole relief available to the Bidder shall be a finding that the Bidder is a responsible Bidder for the City contract in question. Where the award has been made and performance has begun, the City may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

SPECIFICATIONS

16. FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

GENERAL PROVISIONS

17. CONTRACT ALTERATIONS: No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
18. BANKRUPTCY: If the Contractor 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 Contractor's insolvency, then the City may without prejudice to any other right or remedy, terminate the contract and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor 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, and the Contractor shall pay the difference to the City.
19. SUBCONTRACTING: Except as otherwise specified in the solicitation, the Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.
20. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 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, by submitting a Bid, 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 does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263. Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid or delivered materials for each chemical and/or compound offered.

21. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS), also known as a Safety Data Sheet (SDS), and descriptive literature shall be provided with the bid or delivered materials for each chemical and/or compound offered. Failure of the Bidder to submit such data sheets may be cause for declaring the bid as non-responsive.

GUARANTEES & WARRANTIES

22. GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

23. GENERAL GUARANTY: The Contractor agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City.
- e. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.

24. SERVICE CONTRACT GUARANTY: The Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. Render all work and services in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.

- d. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the Bidder for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a City inspector shall not lessen the obligation of the Bidder for performance in accordance with the contract requirements, or be deemed a defense on the part of the Bidder for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
25. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.