

**TOWN OF CLIFTON FORGE**  
**DEPARTMENT OF PUBLIC WORKS**  
520 Howard Street  
Clifton Forge, VA, 24422

**2017 Pavement Markings**  
**CLIFTON FORGE DEPARTMENT OF PUBLIC WORKS**

**1. General:**

The Town of Clifton Forge, Virginia (hereafter referred to as the TOWN) is seeking the services of a Pavement Marking Company (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in Virginia for installation of pavement markings. Interested CONTRACTOR should respond to this request on or before the time due for submission.

Following the receipt of the proposals, TOWN staff shall evaluate the proposals and review for selection.

Emphasis in selecting a CONTRACTOR shall be placed on the CONTRACTOR's ability to complete the work in the time frame requested

**2. Statement Submission:**

In order to be considered responsive, proposals must be submitted to Mr. Earl LaBonte, Clifton Forge Public Works, Public Works Director, 520 Howard Street, Clifton Forge, Virginia, 24422, telephone 540-863-2517.

Proposals must be received no later than 2:00 PM on April 21, 2017 to be eligible for consideration by the TOWN. Proposals shall be submitted in a sealed envelope, which is clearly marked "**2017 Pavement Markings**".

**3. Guidelines for Prospective CONTRACTOR:**

It is the policy of the TOWN that Contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to

obtain such resources as required during performance;

- b. Have the necessary experience , organization , technical and professional qualifications , skills , equipment and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance and documented successful completion of similar projects.

**4. Timetable:**

Proposals: Due 2:00 PM on April 21, 2017

Work Schedule: Pavement markings will be completed prior to June 30, 2017.

**5. Limitations:**

This Request for Proposals does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The TOWN reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the TOWN to do so.

**6. Revisions to the Request for Proposals:**

Any questions or inquiries must be submitted in writing and must be received by the Public Works Director no later than seven (7) calendar days before the proposal date in order to be considered. Any changes to the work scope will be provided to all CONTRACTORS of record.

*Sections 7 through 15 are shown for the information of the proposed CONTRACTOR, and will be part of the Terms and Conditions governing the Contract.*

**7. Insurance:**

Per the attached sheet (please refer to page 7).

**8. Contract Award:**

Any Contract entered into by the TOWN shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance , or ability to obtain such resources , possession of the necessary experience , organization , technical and professional qualifications , skills, equipment and facilities , ability to comply with proposed or required time of completion or

performance, possession of a satisfactory record of performance and cost. ***The Contract shall be a Not to Exceed (based on measured work) without prior written approval.***

**9. Modifications after Award:**

The TOWN reserves the right to incorporate minor modifications which may be required. The CONTRACTOR will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if he can prove that the timing or extent of the modification implies a major effort on his part.

**10. Payment Schedule:**

Invoices are due in duplicate and payable monthly by the third Friday of the following month. Invoices are to be for the actual dollar value of the services provided.

Unless otherwise stated, payment will be net thirty (30) days after the receipt of a correct invoice for reasonable work allocable to the contract or after date of acceptance of work that meets contract requirements.

**11. Arbitration:**

Any controversy arising out of or relating to this Contract or the breach thereof shall be settled by arbitration. The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Clifton Forge, Virginia. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party. The arbitrator shall also have the power to determine the interpretation of any provision of the Contract contained herein.

**12. Termination of Contract by the TOWN:**

In the event the CONTRACTOR shall fail to perform as required under this Contract, the TOWN shall then give notice to the CONTRACTOR in writing describing the default, the action to cure the default and the time within which the default is to be cured. If the CONTRACTOR does not cure the default within the time prescribed by the TOWN, then the TOWN shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of the termination and specifying the effective date. In the event of the termination, all finished or unfinished documents, data, programs and reports prepared by the CONTRACTOR shall, at the option of the TOWN, become its property. If the contract is terminated by the TOWN, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made and less payments made by the TOWN to another contractor to complete the Contract.

**13. Termination for Convenience of the TOWN:**

The TOWN may terminate the Contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials, at the option of the TOWN become its property. If the Contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made by the TOWN.

**14. Indemnification:**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the TOWN and its agents or employees, from and against all claims, damages, losses, expenses, actions or liabilities of every kind or character, either direct or indirect, at law or in equity, including but not limited to attorney's fees, arising out of or resulting from the performance of this Contract, regardless of negligence. None of the foregoing provisions shall deprive the TOWN of any action, right or remedy otherwise available to it under law. In the event that the CONTRACTOR is requested but refuses to honor the indemnity obligations hereunder, then the CONTRACTOR shall, in addition to all other obligations, pay to the TOWN the cost of bringing any action at law or in equity, including but not limited to attorney's fees, to enforce this indemnity.

The CONTRACTOR's obligation to indemnify as provided herein shall survive the termination or expiration of this Contract, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise.

**15. Contract:**

The Contract between the TOWN of Clifton Forge and the CONTRACTOR shall consist of (1) the Request for Proposals (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern. However, the TOWN of Clifton Forge reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the CONTRACTOR'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The CONTRACTOR is cautioned that his proposal shall be subject to acceptance without further clarification.

**16. Project Timetable:**

Work shall be completed prior to June 30, 2017. Projected work schedule to be provided with submission.

**17. Scope of Services:**

It is recommended a site visit be made. The TOWN will not provide traffic control; traffic control should be included in the proposal given. This should be taken into consideration when submitting.

All markings must meet **VA State Specifications**. If specified, Handicapped Symbols will be a blue painted square with a white border and white symbol, and priced as a single complete item. Arrow pricing if specified, is per arrow shaft not head.

**18. Preparation of Proposals:**

Proposals shall be submitted on the forms provided and must be signed by the CONTRACTOR or his authorized representative.

CONTRACTOR must proposal on all items appearing on the proposal form unless specific directions in the advertisement or on the proposal form allow for partial bids. Failure to proposal on all items may disqualify the proposal.

Unless otherwise stated in the proposal, prices proposed shall remain in effect for a period of thirty (30) days after the date and time for receipt of proposals.

**2017 Pavement Markings**

<b>Proposal Form</b>					
<b>Estimated Quantity</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total Price</b>		
	<b>Long Lines (4" Centerline / 4" Edge line)</b>				
40,000 lf	Long Lines: Painted Center Line	_____		_____	
24,000 lf	Long Lines: Painted Edge lines	_____		_____	
8,000 lf	Long Lines: Painted Broken Lane	_____		_____	
1,500 lf	Painted yellow curb	_____		_____	

**Proposal Submitted By:** \_\_\_\_\_

**Proposal Submission Dead line:**

April 21, 2017 by 2:00 PM

Company:

Contact:

Address:

Phone / Fax #'s:

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

Producer: COMPANIES AFFORDING COVERAGE

- (A)
- (B)
- (C)
- (D)
- (E)

Insured:

COVERAGES:

Co LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	LIMITS
	Commercial General Liability				\$500,000 each person \$2,000,000 aggregate \$1,000,000 Project aggregate
	Comprehensive Automobile Liability				\$500,000 each person \$500,000 each occurrence
	Excess Liability				Aggregate
	Workers' Compensation and Employers Liability				Statutory

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER NAMED AS A  
NAMED INSURED:

TOWN of Clifton Forge  
51 North Park Street  
Clifton Forge, NH 24422

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_

Note: The expiration date of the policy should be after the completion of the project or event, as applicable.  
Note: Thirty (30) day cancellation notice required