



116 W. Beverley Street • Staunton, Virginia 24401 • Phone 540-332-3920 • Fax 540-332-3924  
www.staunton.k12.va.us

## REQUEST FOR QUOTE

April 15, 2021

**RFQ TITLE: Shelburne Middle School Library Carpet Replacement**

**RFQ #: Q00121**

**RFQ OPENING DATE: May 11, 2021 at 2:00 PM**

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By this Request for Quotes ("RFQ"), Staunton City Schools (hereinafter "the SCS") are seeking competitive pricing quotes from qualified licensed Contractors to remove and replace approximately 3,300 square feet of carpet in the library of Shelburne Middle School located at 300 Grubert Ave, Staunton, VA.

The attached exhibit (**Exhibit A, pg 26**) provides the layout and estimated square footage of each room. Quotes shall include all delivery, removal, and haul-away costs.

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

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

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

All quotes must be submitted in a sealed envelope plainly marked, "**RFQ #Q00121 – SHELBURNE MIDDLE SCHOOL LIBRARY CARPET REPLACEMENT**" with the name and address of the Contractor in the upper left-hand corner and accompanied by complete specifications for the items offered. **E-Mail and facsimile responses are not acceptable.** No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a quote not properly addressed and identified.

All questions concerning this RFQ must be submitted, in writing, no later than 2:00 p.m., April 29, 2021 to:

Earl McCray  
Staunton City Schools  
Director of Operations  
[emccray@staunton.k12.va.us](mailto:emccray@staunton.k12.va.us)

Prior to submitting a quote, it is the contractor's responsibility to check the City of Staunton website (<http://www.staunton.va.us/solicitations>) for any addenda, and all questions and answers will be made available on the website by close of business on April 29, 2021.

**QUOTES MUST BE SEALED, MARKED, AND DELIVERED TO:**

**Mail To:**

Chad Horvat  
Finance Business Manager  
P.O. Box 58  
Staunton, VA 24402-0058  
(540) 332-3819

**Overnight To:**

Chad Horvat  
Finance Business Manager  
116 W. Beverley St., 3<sup>rd</sup> Floor  
Staunton, VA 24401  
(540) 332-3819

**QUOTES RECEIVED LATER THAN 2:00 P.M., MAY 11, 2021 WILL BE REJECTED**

**Quote Schedule**

|                          |                                                        |
|--------------------------|--------------------------------------------------------|
| Request for Quote Posted | <b>April 15, 2021</b>                                  |
| On-Site Visit            | <b>April 19-29, 2021 (call to schedule in advance)</b> |
| Questions Due            | <b>April 29, 2021 at 2:00 p.m.</b>                     |
| RFQ Submission Deadline  | <b>May 11, 2021 by 2:00 p.m.</b>                       |

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## SHELBURNE MIDDLE SCHOOL LIBRARY CARPET REPLACEMENT SPECIFICATIONS

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### **SCOPE OF WORK**

All interested contractors are required to visit the job site between April 19, 2021 and April 29, 2021 prior to submitting quotes (See Item #2 Below). At the time quotes are received, each contractor will be presumed to have inspected the specified areas and to have satisfied himself as to the nature and location of the work, the character of the equipment and facilities needed preliminary to and during the execution of the work, and general conditions and all other matters which in anyway affect work under this agreement.

No verbal agreement or conversation with any officer, agent, or employee of SCS, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

1. Work shall begin no later than June 4, 2021, and must be completed within fourteen (14) days. All quotes, including material and labor costs, shall remain firm for sixty (60) days from award.
2. **Contractors shall make a Site Visit between April 19, 2021 and April 29, 2021 prior to bidding. Site Visits can be scheduled by contacting Latany Aguirre at [laguirre@staunton.k12.va.us](mailto:laguirre@staunton.k12.va.us) or by calling 540-294-1914. Contractor will bring at least 3 samples of the specified carpet in grey colors to site visit. Please see Section A, #6 below concerning submission of samples.**
3. The contractor shall specify environmental requirements, if any, which the City will need to meet prior to starting the work, e.g., power, water or space needs, etc.
4. Area to receive new carpet is the library in Shelburne Middle School. (Exhibit A, Reading Room, Office & Conference room only.) Note: areas marked off will not receive carpet
5. SCS will move all interior shelving. Wall mounted perimeter shelving will remain in place.
6. **Each contractor shall be responsible for all final measurements and any surface preparations to ensure total coverage and adequate bonding of the selected materials in the areas where new carpet, cove base, and transition strips are to be installed. Carpet shall be totally glued 360 degrees to the sub-floor.**
7. Contractor must dispose of all removed carpet and debris associated with this contract by best means possible. Contractor may place a dumpster on site if needed.
8. After removal and disposal of old carpeting and before installation of the new flooring systems, the contractor shall make a careful and thorough inspection of all areas where new flooring systems are to be installed and submit in writing, with additional pricing (if any), recommendations for floor preparations and repairs.

Any old glue must be completely removed or neutralized as per the manufacturer's recommendations to ensure proper bonding of the new materials. Authorized SCS personnel must inspect all surface preparations prior to the installation of the new flooring systems.

9. New carpet shall be **Philadelphia Commercial by Shaw, broadloom, “Change in Attitude Style #J0130” or equivalent. Carpet shall be grey in color. Adhesive shall be Shaw 3600, or equivalent, and all seams shall be sealed using Shaw 8300 Seam Sealer, or equivalent.** Equivalent shall be approved by SCS prior to quote submission.
10. Cove base shall be installed in the conference and office rooms and there will be five (5) regular transition strips and one (1) double-door transition strip installed.
11. All vinyl cove base and transitions installed on this contract and used to transition carpet or vinyl flooring to wall surfaces shall be **Johnsonite #48 Grey WG, or equivalent.** Equivalent shall be approved by SCS prior to quote submission.
12. A building permit is not required; however, the contractor shall obtain a business license from the City of Staunton’s Commissioner of the Revenue's Office, 116 West Beverly Street, prior to beginning work.
13. Staunton City Schools will make payment for all work only after final approval of the completed work.
14. Prior to contract beginning work, the contractor shall furnish certificates of General Liability, Vehicle Liability, and Worker's Compensation Insurance in amounts not less than \$1,000,000, \$1,000,000, and \$500,000 respectively, to the SCS, and the SCS must be named as additional insured. All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Staunton City Schools."
15. A tax-exempt certificate will be provided to the successful contractor.

#### **A. CONTRACTOR MINIMUM REQUIREMENTS**

At minimum, the Contractor must meet these minimum performance standards:

1. The Contractor's firm should have been in business providing similar services promulgated in this solicitation for a minimum of three (3) consecutive years.
2. The Contractor's personnel assigned to the resulting contract should wear appropriate uniforms or attire that, at a minimum, bear the Contractor's company name, and shall be maintained in a professional condition at all times.
3. All equipment, materials and installation work provided as a part of the Project shall conform, if applicable, to the Virginia Uniform Statewide Building Codes, National Electrical Code, OSHA and the specifications of this RFQ.
4. Contractor(s) shall report any safety concerns, near misses, accidents and injuries related to the work area to the SCS immediately.
5. Contractor(s) shall warrant, replace or repair any defective product, materials, installation or services on the Project for a minimum of five (5) years from SCS's acceptance of any work or services hereunder on the Project at no additional cost. SCS shall be deemed to have accepted services hereunder only after receipt of a proper and detailed invoice from Contractor for all of the work on the Project and payment by the SCS to Contractor in full on such invoice.

6. Where samples are requested, they must be furnished free of any charges to the SCS. Any sample submitted must be clearly marked in such a manner so that the marking is fixed and the identification of the sample is assured. Such markings shall state (1) Name of Contractor, (2) Contractor contact information. Samples will be returned at Contractor expense.

**B. PROTECTION OF PERSON AND PROPERTY**

1. All materials shall be protected from damage during delivery, storage and installation.
2. Work can be done on property from 7:00 a.m. to 7:00 p.m. Monday through Friday.
3. The Contractor is responsible to keep a clean and safe construction area at the end of each work day.
4. Contractor shall be responsible for initiating, maintaining and supervision of all safety precautions in connection with the work being performed. Any damage to existing Property, site, buildings, land or personal property, resulting from the Work on the Project or the performance of a Contract awarded pursuant to this RFQ shall be repaired or replaced at the sole cost and expense of the Contractor to the satisfaction of the SCS.

The Contractor shall repair and/or replace any damage done to any SCS property by their employees or resulting from Contractor's services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the SCS. All such repairs or replacements shall be completed to the SCS's sole satisfaction.

To protect the Contractor, the Contractor shall document any damages in the project area prior to commencing work. This written record shall be provided to the SCS prior to commencing work.

**QUOTE SHEET**

| <b><u>DESCRIPTION</u></b>                                                                                                                                     | <b><u>PRICE</u></b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Removal and haul-away of old carpeting. Installation of new carpeting, cove base, and transitions at Shelburne Middle School Library. (approx. 3,300 sq. ft.) | \$                  |
| <b>TOTAL</b>                                                                                                                                                  | \$                  |

Warranty – Workmanship: \_\_\_\_\_

Warranty – Materials: \_\_\_\_\_

**OFFER**

To Purchasing Department:

In compliance with the quote information, the undersigned offers and agrees, if this quote is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the quote received date specified above, to furnish any or all items upon which prices are offered, at the priceset opposite each item, delivered at the designated point(s), within the time specified.

FOB: Staunton                      TERMS: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINTED NAME                      SIGNATURE

STREET ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

STATE CONTRACTOR'S LICENSE #: \_\_\_\_\_

TYPE: \_\_\_\_\_

SEC NUMBER: \_\_\_\_\_

**\*\* QUOTES RECEIVED AFTER 2:00 P.M., MAY 11, 2021 WILL NOT BE CONSIDERED \*\***

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## PROCUREMENT GUIDELINES

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### A. CHARGES AND PAYMENTS

#### 1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the SCS shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the SCS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

#### 2. Payment to Subcontractors:

a. An offeror awarded a contract under this solicitation is hereby obligated:

b. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the SCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

c. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.

d. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following

receipt of payment from the SCS, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the SCS.

**B. TESTING AND INSPECTION**

The SCS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**C. ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the offeror in whole or in part without the written consent of the SCS.

**D. DEFAULT**

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

**E. TAXES**

Sales to the SCS are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the SCS determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

**F. INDEMNIFICATION**

The Offeror agrees to indemnify, defend, and hold harmless the SCS and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or subcontractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

**G. LIABILITY AND LITIGATION**

The SCS shall not indemnify or hold harmless any contractor or other third party. The SCS does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The SCS does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The SCS shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

## **H. COPYRIGHTS**

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

## **I. CONTRACT CONDITIONS**

The offeror selected shall not:

1. The offeror shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
2. The offeror shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
3. The offeror shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grant recipient, except when that information has been made available to the general public or will be made available upon request, or when DHR gives written authorization for the use of non-public information on the basis that the use is in the public interest.

## **J. AWARDING THE CONTRACT**

The award of a contract shall be determined in the sole discretion of the SCS based upon evaluation of all information as the SCS may request. The SCS reserves the right to waive any informality in quotes submitted in response to this Request for Quote when such waiver is in the best interest of the SCS.

The evaluation process shall be based upon the criteria identified in **Section B** of this Request for Quote. The SCS shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The Request for Quote shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the SCS may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Quote and all information developed in the selection process

to this point, the SCS shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the SCS can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the SCS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The SCS shall endeavor to award the contract within thirty (30) days from receipt of quotes. Notice of award will be posted on the City of Staunton's Web Site at <http://www.staunton.va.us/solicitation-results>

## **K. PUBLIC INSPECTION OF PROCUREMENT RECORDS**

1. Quotes submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

2. Public inspection of certain records:

a. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

b. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

c. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect quote records within a reasonable time after the evaluation and negotiations of quotes are completed but prior to award, except in the event that the SCS decides not to accept any of the quotes and to reopen the contract. Otherwise, quote records shall be open to public inspection only after award of the contract.

d. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

e. Trade secrets or proprietary information submitted by an offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the offeror or contractor shall

- a) invoke the protections of this section prior to or upon submission of the data or other materials,
- b) identify the data or other materials to be protected, and
- c) state the reasons why protection is necessary.

Offeror may not invoke this protection on the entire quote – only on those sections or data which are considered trade secrets or proprietary.

**L. ETHICS IN PUBLIC CONTRACTING**

By submitting their quote, all offerors certify that their quote is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their quote, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**M. FORUM SELECTION**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

**N. PROMPT PAYMENT ACT**

Any contract awarded as a result of this Request for Quote shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

**O. REJECTION OF QUOTE**

The SCS reserves the right, at any time prior to award of the contract, to reject any and all quotes, or any part thereof, to make no award, and/or to issue a new Request for Quote, or make modifications, corrections or additions to the information contained herein.

Offerors are cautioned this is a Request for Quote, NOT a request to contract.

**P. COSTS FOR QUOTE PREPARATION**

Any costs incurred by offerors in preparing or submitting quotes are the offeror's sole responsibility; the SCS will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Quote.

**Q. APPROPRIATIONS**

The obligations of the SCS are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the SCS or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

**R. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its quote the identification number issued to it by the State Corporation Commission (SCC).

Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its quote a statement describing why the offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

**S. ANTITRUST**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the SCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SCS under said contract.

**T. QUALIFICATIONS OF OFFERORS**

The SCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the SCS all such information and data for this purpose as may be requested. The SCS reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

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

**U. CANCELLATION OF THE CONTRACT**

The SCS may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

**V. SELECTION PROCESS/AWARD**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive offerors.

**W. SAFETY AND OSHA STANDARDS**

All parties performing services for the SCS shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

**X. CONTRACT TERM**

The Offeror whose Quote is found to be the most advantageous to the SCS will be offered the opportunity to enter into an Agreement with the SCS. The scope, terms, and conditions

of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Request for Quote.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the SCS shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The SCS may terminate this contract without cause in the event funds are not appropriated by the SCS.

Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

The SCS reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Request for Quote, and to reject any and all Quotes in total or by components.

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

#### **Y. COMPENSATION AND RECORD KEEPING**

Total compensation for services will be negotiated between the SCS and the successful Offeror. The SCS retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a “cost not to exceed” basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

#### **Z. PAYMENT**

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

#### **AA. PERFORMANCE AND PAYMENT BONDS**

Successful contractor agrees to provide a performance bond (Attachment PB) and a payment bond (Attachment PYB) for any contract signed which exceeds \$50,000. When required, performance bonds and payment bonds shall be submitted on the City of Staunton’s bond forms provided in this quote package (Attachment PB and Attachment PYB).

#### **BB. QUOTE ADDENDA**

Prior to submitting their quote, it is the Contractor’s responsibility to check the City of Staunton’s web-site for any addenda associated with this Request for Quote.

#### **CC. INSURANCE REQUIREMENTS**

Insurance shall be in amounts not less than \$2,000,000 General Liability, \$1,000,000 Worker’s Comp, and \$1,000,000 Vehicle respectively or such other insurance as is satisfactory and may be approved by the SCS. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list SCS as an additional insured.

**DD. CONTRACT TERMINATION**

This contract will not be awarded to any Contractor who has had a previous contract with the SCS terminated for substantial non-compliance within the last three (3) years.

**EE. DEBARMENT STATUS**

By submitting their quotes, all offerors certify that they are not currently debarred from submitting quotes on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting quotes on contracts by any public body of the Commonwealth of Virginia.

**FF. CONTRACTOR UNDERSTANDING**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the SCS either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

**GG. DRUG-FREE WORKPLACE**

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

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or Contractor.

**HH. NON-DISCRIMINATION**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The contractor will include the provisions of the foregoing paragraphs a, b, c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **II. PERMITS AND LICENSES**

Any required City permits must be obtained by the contractor but will be provided at no cost. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of the Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

## **JJ. NEGOTIATION WITH SUCCESSFUL OFFEROR**

The SCS reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this IFB in the best interest of the SCS and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with quote to allow for additions and future expansions.

## **KK. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

## **LL. CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD, AND STAUNTON PUBLIC SCHOOL EMPLOYEES**

The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto as (Attachment E) and submit the certification contemporaneously with the executed Contract.

**ATTACHMENT CIR**

**CERTIFICATION OF INTEREST & RELATIONSHIPS  
WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL,  
SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools.
- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT PB**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_

\_\_\_\_\_  
(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and \_\_\_\_\_

\_\_\_\_\_  
(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Insert Name and Address of Owner)

as Oblige in the amount of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 2019,  
entered into a Contract with Owner for:

\_\_\_\_\_  
Staunton, Virginia  
(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications

## ATTACHMENT PB

and Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

- a. The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- b. Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2) before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.
- c. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019

In the presence of:

\_\_\_\_\_  
PRINCIPAL (SEAL)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE

Surety: (Attach power of attorney)

CONTRACTOR'S PERFORMANCE BOND  
Project: \_\_\_\_\_

**ATTACHMENT PYB**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_

\_\_\_\_\_

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and \_\_\_\_\_

\_\_\_\_\_

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

\_\_\_\_\_

(Insert full name or legal title and address of Owner)

as Obligee for the use and benefit of claimants as herein below defined in the amount of: \_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_).

(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 2020,  
entered into a Contract with Owner for:

\_\_\_\_\_

\_\_\_\_\_

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by: \_\_\_\_\_

\_\_\_\_\_

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonable required for use in the performance of the Contract, then this obligation shall

## ATTACHMENT PYB

be void. Otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- a. A Claimant is defined as one having a direct contract with the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- b. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work of labor was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- c. Any suit or action hereunder by any claimant:
  1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
  2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
in the presence of:

\_\_\_\_\_(SEAL)  
PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE

\_\_\_\_\_(SEAL)  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE

Surety:  
(Attach power of attorney)

CONTRACTOR'S LABOR AND MATERIAL  
PAYMENT BOND  
Project \_\_\_\_\_

## ATTACHMENT CRF

### CONTRACTOR REFERENCES FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quote nonresponsive.

- 1) Qualification: The Contractor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Contractor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- 3) Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

- 4) Contractor Information:

Contractor SCC Registration  
#:

\_\_\_\_\_

- 5) Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

|                         |                 |
|-------------------------|-----------------|
| A. Company:             | Contact:        |
| Phone: (    )           | E-Mail: _____   |
| Project: _____          | _____           |
| Dates of Service: _____ | \$ Value: _____ |
| B. Company:             | Contact:        |
| Phone: (    )           | E-Mail: _____   |
| Project: _____          | _____           |
| Dates of Service: _____ | \$ Value: _____ |

Continued on next page.

## ATTACHMENT CRF

### CONTRACTOR REFERENCES FORM (Cont.)

|                   |         |           |       |
|-------------------|---------|-----------|-------|
| C. Company:       | _____   | Contact:  | _____ |
| Phone:            | (     ) | E-Mail:   | _____ |
| Project:          | _____   |           | _____ |
| Dates of Service: | _____   | \$ Value: | _____ |
| D. Company:       | _____   | Contact:  | _____ |
| Phone:            | (     ) | E-Mail:   | _____ |
| Project:          | _____   |           | _____ |
| Dates of Service: | _____   | \$ Value: | _____ |

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT POA

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Contractor 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 proposal/bid the identification number issued to it by the State Corporation Commission ("SCC").

Any Offeror/Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Contractor is not required to be so authorized.

Any Offeror/Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Finance Business Manager, as applicable.

If this quote for goods or services is accepted by the SCS, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. ☐ Offeror/Contractor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Contractor's Identification Number issued to it by the SCC is: \_\_\_\_\_

B. ☐ Offeror/Contractor is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Contractor's Identification Number issued to it by the SCC is: \_\_\_\_\_

C. ☐ Offeror/Contractor does not have an Identification Number issued to it by the SCC and such Contractor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please use the following additional sheet if you need to explain why such Offeror/Contractor is not required to be authorized to transact business in Virginia.**

Legal Name of Company (as listed on W-9): \_\_\_\_\_

Legal Name of  
Offeror/Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print or Type Name and Title: \_\_\_\_\_

**ATTACHMENT POA**

**Explanation for Section C (continued):**

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## CERTIFICATION REGARDING CONTACT WITH CHILDREN

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton City Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted or charged with a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton City Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

It is certified, now and on a continuous basis, that none of our directors, members, officers and none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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Contractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

