



DEPARTMENT OF FINANCE

REQUEST FOR QUOTE

November 4, 2022

RFQ TITLE: 2023 4WD Chevrolet Tahoe - FL or LS Trim Package

RFQ#: QQ0024

OPENING DATE: November 18, 2022, 2:00 p.m.

The City of Staunton Fire and Rescue Department is currently seeking quotes for one **New/Unused 2023 4WD Chevrolet Tahoe – FL or LS Trim Package**. An estimated delivery time along with any applicable fees and delivery charges should be included.

Unless otherwise stated, the Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City of Staunton. Nothing stated herein or attached shall bind the City of Staunton to purchase any specified amount of the product or products. Further, acceptance of a vendor's quotation will not require The City of Staunton's purchase of all the items listed.

This solicitation will be awarded based upon the quote that is deemed to be the most responsive and of greatest benefit to the City of Staunton. The Offeror with the lowest price is not guaranteed award of this contract.

The City of Staunton may cancel this Quick Quote or reject quotes at any time prior to an award, and is not required to furnish a statement of the reasons why a particular quote was not deemed to be the most advantageous (Section 2.2-4359D of the Virginia Code).

All quotes, detailed product specification sheets, and any other applicable attachment should be submitted on the eVA Quick Quote page no later than **November 18, 2022 at 2:00 PM**.

Should you have any questions, please email horvatcm@ci.staunton.va.us

QQ0024 – Specifications and Requirements
Specifications for 2023 4WD Chevrolet Tahoe – FL or LS Trim Package

A. General:

The item quoted shall be a 2023 4WD Chevrolet Tahoe FL or LS Trim Package (or equivalent model) plus the following options.

B. Required:

1. Exterior Color – Sterling Gray Metallic, Dark Ash Metallic, Auburn Metallic
2. Interior – Jet Black,
3. 18” Bright silver painted aluminum wheels – upgrades considered
4. Front bucket seats with console – bench seat not accepted
5. 5.3L EcoTec3 V8
6. LED headlamps, taillamps and daytime running lamps
7. Keyless Entry
8. Remote vehicle starter system
9. Chevrolet Infotainment 3 system¹ with 8-inch diagonal color touch-screen
10. Front License Plate Bracket
11. Power Windows
12. Power Door Locks
13. Standard Suspension Package
14. Trailer Tow Package

C. Options:

1. Vinyl Flooring
2. Upgraded wheel package

D. Delivery:

Delivery is required no later than December 30, 2022. Delivery time must be included on the quote. Delivery time may be considered as criteria for award.

E. Price:

Price shall be all inclusive. All fees and delivery charges shall be included in the bid price. Price may be considered as criteria for award.

CITY OF STAUNTON & STAUNTON CITY SCHOOLS
PROCUREMENT GUIDELINES

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 City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of Staunton 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 City of Staunton 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 City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

B. TESTING AND INSPECTION

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

C. ASSIGNMENT OF CONTRACT

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

D. DEFAULT

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

E. TAXES

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

F. INDEMNIFICATION

The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the 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 City of Staunton shall not indemnify or hold harmless any contractor or other third party. The City of Staunton 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. City of Staunton does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City of Staunton 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 City of Staunton based upon evaluation of all information as the City of Staunton may request. The City of Staunton 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 City of Staunton

The evaluation process shall be based upon the criteria identified in **Section B** of this Request for Quote. The City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either City of Staunton 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 CITY OF STAUNTON

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

T. QUALIFICATIONS OF OFFERORS

The City of Staunton 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 City of Staunton all such information and data for this purpose as may be requested. The City of Staunton reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The City of Staunton further reserves the right to reject any quote if the evidence submitted by, or investigations of, such offeror fails to satisfy the City of Staunton 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 City of Staunton 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

CITY OF STAUNTON 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 City of Staunton will be offered the opportunity to enter into an Agreement with the vN. 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 City of Staunton shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City of Staunton may terminate this contract without cause in the event funds are not appropriated by the City of Staunton.

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

The City of Staunton 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 City of Staunton.

Y. COMPENSATION AND RECORD KEEPING

Total compensation for services will be negotiated between the City of Staunton and the successful Offeror. The v 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 City of Staunton. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list City of Staunton as an additional insured.

DD. CONTRACT TERMINATION

This contract will not be awarded to any Contractor who has had a previous contract with the City of Staunton 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 City of Staunton 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 City of Staunton 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 City of Staunton 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.