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ASSISTANT DIRECTOR OF FINANCE
540.332.3948



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INVITATION TO BID
February 7, 2018

BID TITLE: WTP WINDOW REPLACEMENT

BID #:B00218

BID OPENING DATE: Wednesday, February 28, 2018, 2:00 PM

SITE VISIT REQUIRED: YES – Must be completed by Tuesday February 20, 2018, by 2:00 PM

BID BOND REQUIRED: No

The City of Staunton is seeking new bids from qualified contractors replace Thirty-Five (35) windows at the City of Staunton, Water Treatment Plant, located at 1907 Craigmont Road Staunton, VA. All work will be in accordance with the attached specifications. Any questions regarding the specifications for this bid should be directed to Tim Powell, Facility Services Superintendent, at (540) 332-3882.

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 bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton to the extent allowable by law.

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

All bids must be submitted in a sealed envelope plainly marked, Bid No. **B00218 – WTP WINDOW REPLACEMENT**, with the name and address of the bidder 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 proposal not properly addressed and identified.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED
BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail To:
City of Staunton
Cameron S McCormick
Assistant Director of Finance
P.O. Box 58
Staunton, VA 24402-0058

Overnight To:
City of Staunton
Cameron S McCormick
Assistant Director of Finance
116 W Beverley St., 3rd Floor
Staunton, VA 24401

Phone: (540) 332-3948

**CITY OF STAUNTON
PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

1. SUBMISSION AND RECEIPT OF BIDS:

- (A) Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.
- (B) Unless otherwise specified, bidders must use the bid form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the bid form may invalidate the bid.
- (C) Bids having any erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the bid. Prior to submission or opening, errors may be crossed out, corrections entered in ink and initialed in ink by the person signing the bid. No bid shall be altered or amended after the specified time for opening.
- (D) All bids shall be either typewritten or filled in with ink in order to be considered. Also, all bids must be signed in ink in order to be considered.
- (E) Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- (F) When specified, each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier's or certified check, made payable to the Treasurer, City of Staunton, in an amount equal to 5 per cent of the total bid price. In the event of default by the bidder the 5 per cent deposit shall be and represent liquidated damages to the City.

2. ANNUAL CONTRACT USAGE REQUIREMENTS: Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City of Staunton as to the total amount that may or may not be purchased from any resulting contracts.

3. PRICING:

- (A) Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the City or bidder.
- (B) Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- (C) Bids based on a firm price or those including a "Downward Escalator" clause for an annual contract period may be given preference over lower ones bearing an "Escalator" clause for an annual contract period.
- (D) When an annual contract is not requested by the City, and the bid is for products or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "Price in effect at time of delivery" shall be cause for rejection of bid.

4. PERFORMANCE BOND: When requested in the bid, the City shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the City in the amount of contract price at the time of or prior to execution of the contract. If no bond is furnished by the successful bidder, the City reserves the right to award the contract to the next lowest responsible bidder with the next lowest responsive bid.

5. DELIVERY POINT: All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

6. CASH DISCOUNTS: Cash discounts will be considered in determining the award.

7. BRAND NAMES: Unless otherwise provided in the invitation for bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall determine in its sole discretion equipment bid to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

8. SPECIFICATIONS: The bidders must also indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the bid, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the bid.

9. LATEST MODEL/QUALITY: Bidder shall bid on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

10. NOTICE OF AWARD: Notice of award will be posted at <http://www.staunton.va.us/solicitation-results>.

**CITY OF STAUNTON
BID FORM**

<u>Item #</u>	<u>Location</u>	<u>Appx. Sizes</u>	<u>Qty.</u>	<u>Cost – Fixed Installed</u>
1.	1st Floor Server Room	25 ½ x 63”	5	\$_____
2.	Front Stair Well	25 ½ x 151”	1	\$_____
3.	1 st Floor Pump Room	25 ½ x 63”	1	\$_____
4.	2 nd Floor Kitchen	26 x 52 ½”	3	\$_____
5.	2 nd Hall Way	26 x 52 ½”	1	\$_____
6.	2 nd Floor Tool Room	25 ½ x 54 ½”	1	\$_____
		50 ½ x 60 ½”	1	\$_____
7.	2 nd Floor MIP Room	50 ½ x 60 ½ ”	2	\$_____
8.	Back Stair Well	50 ½ x 60 ½ ”	2	\$_____
	Filter Room T Bottom Panel	25 x 77”	6	\$_____
9.	Filter Room T Middle Panel	25 x 41”	6	\$_____
	Filter Room T Bottom Panel	76 x 41”	6	\$_____
	Total Number of Windows		35	

Total price for all Fixed Windows Installed (lines 1-9) \$_____

PER ATTACHED SPECIFICATIONS

NOTE: For bid to be considered complete, all required documentation must be included in the bid package, including samples and color brochures as well as information on all warranties associated with materials proposed.

Window schedule above contains the approximate window size and is designed for bid purposes only. The contractor shall be responsible for all final measurements of each window to ensure proper water tight installation to the existing casements.

OFFER

To Purchasing Department:

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

Bidder guarantees shipment from _____ via _____ within _____ days after receipt of order.

FOB: Staunton TERMS: _____

COMPANY NAME _____

BY: _____
PRINTED NAME SIGNATURE

STREET ADDRESS _____

CITY AND STATE _____

VA STATE CONTRACTOR LICENSE NO/TYPE ... _____

SCC NUMBER. (See General Condition #14) .. _____

E-MAIL..... _____

PHONE: _____ FAX: _____

WATER TREATMENT PLANT WINDOW REPLACEMENT SPECIFICATIONS

I. SCOPE

The City of Staunton is seeking bids from qualified contractors to replace thirty-five (35) windows of fixed design at the Water Treatment Plant, as specified herein. The replacement window frames shall be constructed of heavy gauge aluminum, will be bronze in color, with tinted insulating glass, and shall match the existing windows as close as possible. Material samples and colors must be submitted with bid. Final approval will be by the City. All work shall be turn-key including (1) demolition and disposal of existing windows, (2) surface preparation, (3) purchase, (4) finish work inside and out, including installation, flashing and sealing as required to prevent water intrusion, and (5) site clean-up.

The existing windows and sealant do not contain asbestos. A copy of the asbestos report will be made available to the successful contractor upon request.

All interested contractors are required to visit the job site prior to submitting a bid on this project. At the time bids are received, each contractor will be presumed to have inspected the site 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 prosecution of the work, the general conditions and all other matters which in any way affect the work under this contract. Site visits may be scheduled by contacting Tim Powell, Building Maintenance Superintendent, at 540-332-3882. All site visits must be completed by 2:00 p.m., Tuesday, February 20, 2018.

All questions must be submitted in writing to Tim Powell no later than Wednesday, February 21 at 2:00 p.m. Questions may be e-mailed to Mr. Powell at powelltc@ci.staunton.va.us. Any addenda issued will be available on the City web site by noon on Friday, February 23, 2018.

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

II. TECHNICAL REQUIREMENTS

1. Procedure shall be a turnkey operation and therefore will include all materials, equipment, labor, tools, masking/drop cloths and services required for complete demolition and disposal of the existing windows and installation of the replacement windows in accordance with the manufacturer's specifications and recommendations. **Contractor shall take all precautions necessary to ensure security and prevent unauthorized access to the building during the entire window replacement process.**
2. After demolition and before installation of the replacement windows, the contractor shall examine all surfaces and report all unsatisfactory conditions in writing to the City. The report will further include recommendations for flashing and sealing as required to ensure bonding

and/or to prevent water intrusion. Contractor will flash and seal accordingly. The contractor will list all proposed material/products and a timeframe for installation.

3. Contractor shall provide specific environmental requirements, if any, which the City will need to meet prior to starting the work, e.g., power or space needs.
4. **Fixed Windows** – thirty-five (35) replacement windows shall be full size of fixed design and installed in the existing openings. Frames shall be constructed of heavy gauge aluminum, shall be bronze in color and of **Thermal Break Design, 3/4" - IG, with two (2) - 1/8" tinted tempered glass panes.** Replacement windows shall be full size to fit the existing window casements. **The contractor will be responsible for final measurements on each window to be replaced to ensure proper installation to the existing casements.**
5. **Replacement windows shall be sized to fit into the existing window openings within 1/4" on all sides unless approved by the city prior to their installation.** Any openings between the newly installed windows and masonry openings shall be filled completely with backing rod or other approved insulating materials.
6. **The bids must provide a complete analysis and cost estimate including equipment rental, color brochures, and specifications. See bid sheet for window dimensions.**
7. Contractor shall provide all warranties including material defects, appearance, workmanship and performance. Warranties must be of industry standards and will not commence for the finished product until the City has given the successful contractor written acceptance of the product and its installation.
8. During the course of the work, the contractor shall cause as little inconvenience as possible to the Public, City employees or scheduled activities within the building and shall maintain the work site free from any conditions that may result in danger or nuisance to the public and City employees or their daily work schedule.

II. GENERAL REQUIREMENTS

1. Progress payments will be considered for material on site. However, the City will make final payment only after all work is completed and approved.
2. **Permits:** The contractor shall be responsible for obtaining all required City permits **at their own expense.** The successful contractor must have a valid City of Staunton Business License, which can be obtained at the Commissioner of Revenue office, 116 W. Beverley Street, Staunton, VA.
3. All materials and/or installation must meet all applicable local, State, and Federal codes.
4. A tax-exempt certificate will be provided to the successful contractor. No tax will be charged to the City of Staunton.
5. **Bid Questions and Addenda:** Prior to submitting their bid, it is the bidder's responsibility to check the City web-site (<http://www.staunton.va.us/solicitations>) for any addenda associated with

this Invitation for Bid. All questions must be submitted in writing to Tim Powell no later than Wednesday, February 21 at 2:00 p.m. Any addenda issued will be available on the City web site by noon on Friday, February 23, 2018.

6. Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.
7. The City reserves the right to negotiate contract terms with the successful bidder for items/services other than those specifically stated in this Invitation for Bid in the best interest of the City and agreed to by the contractor in accordance with section 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with bid to allow for additions and future window requirements.
8. Contractor agrees to provide the City of Staunton a copy of their General Liability, Vehicle Liability, and Worker's Compensation Insurance prior to beginning work. Insurance shall be in amounts not less than \$1,000,000, \$500,000, and \$500,000 respectively and shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City as an additional insured.
9. The Contractor shall indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent 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 arising out of services performed hereunder or by reason of the intentional or negligence acts or omissions of the Contractor, its employees, agents or sub-consultants, including any independent contractors. These provisions shall survive the completion, termination or expiration of any Agreement.
10. Forum Selection: Any action, proceeding, or claim in any way related to this work 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.
11. Contractor certifies that it does not and will not during the performance of this Contract violate (i) the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) the provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.
12. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract

or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

13. Cooperative Procurement: This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.
14. SCC Requirement: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
15. Non-Discrimination
 1. During the performance of this contract, the contractor agrees as follows:
 - a. 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.
 - b. 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.
 - c. 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.
 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.