



DEPARTMENT OF FINANCE

INVITATION TO BID
October 3, 2018

BID TITLE: CARPET REPLACEMENT

BID #: J00418

BID OPENING DATE: OCTOBER 29, 2018, 2:00 P.M.

BID/PERFORMANCE/PAYMENT BONDS REQUIRED: No

The City of Staunton is seeking written sealed bids from qualified and properly licensed contractors to remove, dispose of and replace approximately 6,100 sq. ft. of carpet and install 1,050 linear feet of cove base as stated herein. All work shall be in accordance with the specifications contained herein. Any questions regarding the specifications for this bid should be directed to Timothy C. Powell, Facility Services/Refuse Superintendent, at (540) 332-3882, powelltc@ci.staunton.va.us. Questions are due by no later than 4:00 p.m. on October 22, 2018. Any addenda and all questions and answers will also be available by close of business on, October 23, 2018.

Please submit bid for lowest price and best delivery for items and services requested. 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.

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

All bids must be submitted no later than, **October 29, 2018, at 2:00 P.M.** in a sealed envelope plainly marked, **"BID # J00418 - CARPET 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
Chad M. Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058

Overnight To:
City of Staunton
Chad M. Horvat
Finance Business Manager
116 W Beverley St., 3rd Floor
Staunton, VA 24401

Phone: (540) 332-3819

**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**

DESCRIPTION

PRICE

City Hall

City Manager's Complex (1620 sq. ft. - Bid Item A)

\$ _____

Treasurers Complex (2000 sq. ft. - Bid Item A)

\$ _____

Commissioner of Revenue Complex (1040 sq. ft. - Bid Item A)

\$ _____

Registrar Office (185 sq. ft. - Bid Item A)

\$ _____

Cochran Judicial

2nd Floor Large Courtroom (1240 sq. ft. - Bid Item B)

\$ _____

TOTAL

\$ _____

Warranty - Workmanship: _____

Warranty – Materials: _____

SEE ATTACHED SPECIFICATIONS

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.

FOB: Staunton

TERMS: _____

COMPANY NAME _____

BY: _____

PRINTED NAME

SIGNATURE

STREET ADDRESS _____

CITY AND STATE _____

STATE CONTRACTOR LICENSE NO/TYPE _____

SCC NUMBER. _____

E-MAIL..... _____

PHONE: _____ FAX: _____

**CITY HALL AND SHERIFF'S OFFICE
CARPET REPLACEMENT
SPECIFICATIONS**

SPECIFICATIONS

The City of Staunton is requesting sealed bids from qualified and properly licensed contractors to supply all materials, equipment, labor, insurance and supervision to demolish and dispose of the old carpet and install approximately 6,100 sq. ft. of carpet and 1,050 linear feet of cove base as stated herein. All work will be completed in accordance with the manufacturers and attached specifications. All work shall be performed during normal hours, Monday through Friday, 8:00 A.M. to 5:00 P.M., unless approved by authorized City personnel in advance. Bid prices shall include all floor preparations necessary to ensure proper bonding of the specified flooring to the sub-floor and installed in a manner to give a pleasing look to the finished product.

All interested contractors are required to visit the job site prior to submitting bids. To schedule a site visit contact Timothy C. Powell, Facility Services/Refuse Superintendent, at (540) 332-3882, powelltc@ci.staunton.va.us. Site visit must be completed by October 22, 2018. At the time bids 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, general conditions and all other matters which in any way affect work under this agreement.

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.

NOTE: All asbestos has been removed from the buildings. Asbestos free documentation will be made available upon request to the successful bidder.

1. Work shall begin in City Hall, December 21, 2018, and all office areas must be completed by January 1, 2019. All bids including material and labor costs shall remain firm through January 30, 2018.
2. Work shall begin in the Cochran Judicial Center on May 10, 2019, and must be completed by May 16, 2019. All bids including material and labor costs shall remain firm through May 30, 2019.
3. **Each contractor shall be responsible for all final measurements to ensure total coverage of the selected materials and areas where new carpet and cove base is to be installed. Carpet shall be totally glued 360 degrees to the sub-floor. Contractor must dispose of all removed carpet and debris associated with this contract.**
4. After demolition 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 City personnel must inspect all surface preparations prior to the installation of the new flooring systems.

5. **BID ITEM A** - New carpet shall be Shaw, Broadloom, Change in Attitude, epbl-jo130, Be Happy #12918, 26 oz. Adhesive shall be Shaw 3600 and all seams shall be sealed using Shaw 8300 Seam Sealer. Where carpet is to be installed over vinyl coated tiles (VCT), Shaw PH Blocker/Floor Primer 9050 shall be applied to existing tile surface as per the manufacturer's recommendations and/or specifications.
6. **BID ITEM B** - New carpet shall be Shaw, Broadloom, Change in Attitude, epbl-jo130, Play It Cool #12706, 26 oz. Adhesive shall be Shaw 3600 and all seams shall be sealed using Shaw 8300 Seam Sealer.

Note, the City of Staunton will strip all wax and remove any oil or grease from the existing VCT prior to the start of the project. It will be the contractor's responsibility to broom clean any remaining dust, dirt or loose particles prior to application of the primer product

7. All vinyl cove base and transitions installed on this contract and used to transition carpet or vinyl flooring to wall surfaces City Hall shall be Johnsonite #48 Gray WG.

JOB SPECIFIC REQUIREMENTS

1. Contractor shall provide, with their bid submission, a listing of previous clients that may be contacted as a reference. The contractor must have a minimum experience of three (3) projects of similar size and complexity that have been completed within the last two (2) years. Include customer name, project description and telephone number.
2. Contractor shall provide all warranties including material defects, appearance, workmanship and performance. Warranties must be of industry standards but not less than one (1) year and will not commence until the City has given the successful bidder written acceptance of the product and its installation.
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. 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 will maintain the work site free from any conditions that may result in danger or nuisance to the public, City employees or their daily work schedule.
5. A building permit is not required. However, the contractor shall obtain a business license from the City of Staunton Commissioners of Revenue's Office, located at 116 West Beverley Street prior to beginning work.
6. Appropriate City personnel will make payment for all completed work only after final approval and acceptance of the work completed.
7. A tax-exempt certificate will be provided to the successful contractor upon request.

GENERAL REQUIREMENTS

- A. **BID QUESTIONS AND ADDENDA:** All questions must be submitted in writing to Timothy C. Powell, Facility Services/Refuse Superintendent, at (540) 332-3882, powelltc@ci.staunton.va.us no later than 4:00 p.m. October 22, 2018. Prior to submitting their bids, it is the contractor's responsibility to check the City of Staunton web-site (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation to Bid of the Authority. Any addenda and all questions and answers will be available by close of business on, October 23, 2018.
- B. **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.
- C. 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.
- D. **INSURANCE:** 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, \$1,000,000, 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.
- E. **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)
- F. **GENERAL INDEMNITY AND HOLD HARMLESS:** 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. The provisions of this section of the Agreement shall survive the completion, termination or expiration of the Agreement.
- G. **FORUM SELECTION:** 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.
- H. **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 the City of Staunton or Fuel Contractor may terminate this 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.

- I. **PROMPT PAYMENT ACT:** Any contract awarded as a result of this Request for Proposal shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

- J. **DRUG FREE WORKPLACE:** 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.

- K. **NON-DISCRIMINATION:** 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.

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.