

DEPARTMENT OF FINANCE

REQUEST FOR QUOTE

June 4, 2020

RFQ TITLE: Monthly Water System Treatment

RFQ #: Q00220

RFQ OPENING DATE: June 15, 2020 at 2:00 PM

The City of Staunton has revised its quote sheet for supplying all materials, equipment, labor, and supervision to perform monthly water treatment on seven (7) boilers and three (3) chill water systems located in the City of Staunton, VA. All work shall comply with the attached specifications. Any questions regarding this quote should be directed in writing to **Tim Powell, Facility Services Superintendent**, at powelltc@ci.staunton.va.us

Please quote lowest price 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. **ALL QUOTES SHALL INCLUDE ALL DELIVERY COSTS.**

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 Vendor with the successful low quote, and to contract for the purchase to other than the Vendor with the lowest quote 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 mailed quotes must be submitted in a sealed envelope plainly marked, "**RFQ #Q00320 – MONTHLY WATER SYSTEM TREATMENT**" with the name and address of the Vendor in the upper left-hand corner and accompanied by complete specifications for the items offered. **E-Mail responses will be accepted in PDF form with all required documentation. No responses may be hand delivered due to COVID-19 restrictions.** 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.

QUOTES RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

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., 3rd Floor
Staunton, VA 24401
(540) 332-3819

**MONTHLY WATER SYSTEM TREATMENT
SPECIFICATIONS**

SCOPE OF WORK**A. Site Inspections**

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, general conditions and all other matters which in any way affect work under this contract.

Interested contractors are not required to visit each building listed in Attachment “A” but site visits will be scheduled upon request.

Contractors requesting site visits must schedule with **Tim Powell, Facility Services Superintendent, at (540) 332-3882**, and completed no later than Friday, June 12, 2020.

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.

B. Water Treatment Specifications

Note: Testing and treatment shall begin no later than the 10th of the month following award and shall be completed within 3 calendar days.

It is the intent of this specification to describe the development of a fully operational system for the testing, and treatment of steam, hot and chill water systems.

1. Program Objectives:

- a. Minimize corrosion, deposition and biological fouling.
- b. Minimize or eliminate, where possible, chemical handling by the City of Staunton personnel.
- c. Minimize water use and sewer discharge by operating systems at maximum cycles of concentration using best available technologies.
- d. Reduce overall energy consumption through optimum heat transfer efficiency.
- e. Provide monitoring and reporting of program results to insure all program cost.

2. General Instructions:

Vendor shall supply, deliver and apply where specified, all chemicals and services necessary in the treatment of all systems listed in Attachment ‘A’. Monthly sampling, analysis, system treatment and maintenance of all chemical feed equipment will be the vendor’s responsibility. Complete field service reports will be left with designated personnel upon completion of monthly service.

NOTE: The City of Staunton will install and maintain all shot feeders.

3. Types of service:

Vendor shall provide **FULL SERVICE** water treatment for all steam, hot and cold water closed loop piping systems stated herein.

Full Service (Attachment “A”)

The following is a list of services provided under full service agreement:

- a. Furnish, deliver, and apply all chemicals.
- b. Qualified technicians will service the systems as specified. During each visit the technician will perform the following services as a minimum:
 1. Inspect, maintain and calibrate all water treatment control and feed equipment.
 2. Collect and analyze samples on-site of all systems treated; retain set of samples for laboratory analysis, if necessary.
 3. Make all necessary adjustments to feed rates on the basis of field tests.
 4. Prepare a written field service report at the time of visit and review said report with City personnel.
 5. Notify designated personnel of any needed systems repairs that the water treatment tests show are the result of deficiencies in the mechanical systems.

4. Water Treatment Operating Parameters:

Vendor shall provide products and services designed to maintain the following system parameters:

- a. **Closed Loops (Hot, Chilled)**
 - pH, 9.0 – 10.0 units
 - Nitrite
 - Chilled, 400 – 800 ppm
 - Hot, Dual Reheat, 800 – 1200 ppm
 - Total Plate Count, <10² CFU/ML
- b. **Steam Systems**
 - Sulfite, 30 – 60 ppm
 - P-alkalinity, 300 – 600 ppm
 - Phosphate, 20 – 40 ppm
 - Conductivity, 2500 – 3000 mmho

5. Closed Loops

Vendor shall provide a liquid blend of buffer nitrite and tolytriazole inhibitors or other recommend chemicals necessary to maintain specified parameters. A liquid blend of 45% glutaraldehyde shall be applied as required to maintain the specified biological operating parameters should testing and/or conditions indicate that treatment is necessary.

6. Steam Systems:

Inhibitor product shall be a multifunctional blend of corrosion and scale inhibitors designed to obtain the stated treatment parameters.

7. Regulatory Compliance:

Products supplied shall comply with all regulations pertaining to chemicals. This will include DOT, OSHA, NIOSH and local and state regulatory agencies. SDS Sheets shall be displayed for all products on site at point of application. Boiler water additives shall meet FDA compliance requirements.

8. Chemical Delivery and Storage:

The vendor shall supply a storage system with secondary containment. This containment systems shall be installed maintained and remains the property of the vendor. Systems shall be provided at no cost to the owner.

Vendor shall be responsible for delivery of all material on company owned and operated delivery vehicles. Due to the type of facilities, trucks shall be properly equipped and drivers trained in safe and proper handling of chemicals to be supplied. Vendor shall be responsible for removal and proper disposal of all empty contain in accordance with all applicable regulations.

9. Water Analysis:

On a minimum basis, the following water analysis shall be performed and results reported with recommendations.

a. Raw Water

pH, total hardness, alkalinity, alkalinity, chloride, silica, iron, copper, phosphate (ortho and total)

b. Closed Loops

pH, TDS, nitrite, iron, copper, total aerobic bacteria

c. Steam Systems

Conductivity, sulfite, alkalinity, phosphate, calcium and hardness

d. Biological Testing

Closed loop systems shall be conducted as required in the event of an indication that biological fouling is occurring. Testing and treatment shall be continued until control is established.

C. Water Treatment Equipment Maintenance:

The vendor shall be responsible for maintaining all water conditioning, control and chemical feed equipment. Vendor shall maintain an inventory of manufacturer's recommended spare parts and supply, with their bid, a list of covered equipment; recommend spare parts, and any exceptions or qualifications for **"FULL MAINTENANCE AND SERVICE"**. The vendor shall be responsible for any repairs necessary to maintain equipment in proper operating condition. Trained technicians shall be full-time employees of the vendor. **Vendor shall respond to service calls for maintenance or repair within twenty-four (24) hours.**

D. Field Reports:

All vendor personnel must notify the designated City personnel upon arrival, for any purpose. A written report shall be submitted to City's designee at the completion of any site visit. Reports of monthly field service shall include test results, chemical used, work performed, discussion of conditions found and recommendations. Field report shall be reviewed with and signed by designated City personnel.

E. Laboratory and Management Reporting:

Following each monthly field service, test results, chemicals used, treatment analysis and work performed shall be review by the City Facility Services Superintendent. A complete report, including a summary of test results as they relate to established parameters, discussion of conditions found and recommendations, shall be forwarded to the City Facility Services Superintendent with in ten (10) days of sample collection.

F. Vendor Qualifications and References:

The vendor should supply the names and phone numbers of five (5) references at least three (3) to be City, County or other Government organizations, which are serviced by the vendor and are using programs similar to those recommended in this proposal.

G. Account Manager:

The local representative should have ten (10) years' experience in the field of water treatment. This representative shall hold a minimum of a BS in Chemistry or Engineering and/or be a Certified Water Technologist by the Association of Water Technologies.

H. Service Technicians:

Field service technicians shall have five (5) years' experience in the field of water treatment.

I. Qualifications:

The vendor will supply written documentation to verify formal training in boiler and cooling water treatment and water treatment equipment maintenance and repair. A resume shall be submitted with bid document for assigned account manager(s) and technicians.

J. Contract:

The City of Staunton intends to enter into a lump sum annual contract for Water Treatment in accordance with the above specifications for the fiscal year July 1, 2020 through June 30, 2021, with the option of a possible four (4) one-year extensions. (This would allow the contract to run through June 30, 2025.) The contract shall be invoiced monthly by facility and number of systems serviced. The City reserves the right to cancel this contract with thirty-day notice, or at any time, for failure to conform to these specifications.

Quote Schedule

Request for Quote Posted	June 4, 2020
Questions Submission Deadline	June 12, 2020 at 2:00 p.m.
RFQ Submission Deadline	June 15, 2020 by 2:00 p.m.

CITY OF STAUNTON

QUOTE SHEET

<u>DESCRIPTION</u>	<u>COST</u>
Labor and materials to treat 1 steam boiler monthly – October – May	\$ _____/Year
Labor and materials to treat 6 hot water boilers twice yearly -- October and January	\$ _____/Year
Labor and materials to treat 3 chill water systems twice yearly -- April and July	\$ _____/Year

PER ATTACHED SPECIFICATIONS**TOTAL:** \$ _____/Year**PER 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: _____ TERMS: _____

COMPANY NAME: _____

BY: (Signature) _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY AND STATE: _____

VIRGINIA SCC #: _____ FEDERAL ID #: _____

EMAIL: _____

DATE: _____ PHONE: _____ FAX: _____

Attachment “A”

HVAC and Water Treatment Equipment, by building (Information to be verified by vender)

Note: All Steam and Hot Water systems shall be tested and treated by the 10th of each month between October and May. All Chill Water systems shall be tested and treated by the 10th of each month between May and October.

BOOKER T. WASHINGTON COMMUNITY CENTER, 1114 West Johnson Street:

Steam Boiler System

- 1 – Burnham Series 4FH-345A Forcer Draft, Cast Iron Boiler System
- 1 - 60 Gallon, ShipCo – 100EMV15-25 Condensate Pump

CITY HALL, 116 West Beverley Street:

Hot Water Re-Circulating, Closed Loop Boiler System

- 1 – Patterson & Kelley Thermific, N-1000 Cast Aluminum Boiler
- 1 - 5 gallon bypass chemical feeder

COCHRAN JUDICAL CENTER, 113 East Beverley Street:

Hot Water Re-Circulating, Closed Loop Boiler System

- 1 – Patterson & Kelley Thermific, N-1500 Cast Iron & Copper Tube Boiler
- 1 - 5 gal bypass chemical feeder
- 1 – Carrier AquaSnap 30RAP, 60 Ton Air-Cooled Scroll Chiller

FIRE STATION #1, 500 North Augusta Street:

Hot Water Re-Circulating, Closed Loop Boiler System

- 1 – Weil-McClain, EGH-1G5-P1 Cast Aluminum Boiler

NELSON STREET COMMUNITY CENTER, 900 Nelson Street:

Hot Water Re-Circulating, Closed Loop Boiler System

- 1 – Patterson & Kelley Thermific, N-700 Cast Aluminum Boiler
- 1 - 5 gallon bypass chemical feeder

PUBLIC LIBRARY, 1 Churchville Ave:

Hot Water Re-Circulating, Closed Loop Boiler System

- 1 – Peerless, 210-18-5 Cast Iron Boiler
- 1 – Carrier, AquaSnap 30RAP, 70 Ton Air-Cooled Scroll Chiller

Water Treatment Plant, 1109 Craigmont Road:

Hot Water Re-Circulating, Closed Loop Boiler System

- 1 – Patterson & Kelley MACH, C1050 Aluminum Alloy Boiler
- 1 - 5 gallon bypass chemical feeder
- 1 – Trane CQA120B3HOEA, 10 Ton Chiller

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 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 sub-contractors, 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 shall not indemnify or hold harmless any contractor or other third party. The City 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 City 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 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 based upon evaluation of all information as the City may request. The City 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.

The evaluation process shall be based upon the criteria identified in **Section B** of this Request for Quote. The City 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 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 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 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 City 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 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 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 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 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 the 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

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 under said contract.

T. QUALIFICATIONS OF OFFERORS

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

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

Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

W. 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.

X. SAFETY AND OSHA STANDARDS

All parties performing services for the City 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.

Y. CONTRACT TERM

The Offeror whose Quote is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. 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 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 may terminate this contract without cause in the event funds are not appropriated 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 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.

Z. COMPENSATION AND RECORD KEEPING

Total compensation for services will be negotiated between the City and the successful Offeror. The City 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.

AA. PAYMENT

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

BB. 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).

CC. QUOTE ADDENDA

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

DD. 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. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list SCS as an additional insured.

EE. CONTRACT TERMINATION

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

FF. 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.

GG. 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 either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

HH. 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 vendor.

II. 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.

JJ. 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 Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

KK. NEGOTIATION WITH SUCCESSFUL OFFEROR

The City 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 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.

LL. 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)

MM. 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 _____

VENDOR 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 vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Vendor'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) Vendor Information:

Vendor 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.

VENDOR 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/Vendor 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/Vendor 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/Vendor is not required to be so authorized.

Any Offeror/Vendor 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 City Administrator, as applicable.

If this quote for goods or services is accepted by the City of Staunton, Virginia, 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/Vendor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is: _____

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

C. ☐ Offeror/Vendor does not have an Identification Number issued to it by the SCC and such vendor 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/Vendor is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Vendor: _____

Date: _____

Authorized Signature: _____

Print or Type Name and Title: _____

Explanation for Section C (continued):
