

DEPARTMENT OF FINANCE

REQUEST FOR QUOTE

June 8, 2020

RFQ TITLE: Fire Extinguishers, Alarm & Sprinkler Testing

RFQ #: Q00320

RFQ OPENING DATE: June 18, 2020 at 2:00 PM

The City of Staunton is seeking written quotes from qualified contractors to inspect, test and tag various makes and models of fire alarm, sprinkler, FM-200/HFC-227 fire suppression systems, range hood extinguishing systems and approximately 220 fire extinguishers located within City-owned buildings. All work to be in accordance with attached terms and specifications. Any questions regarding the specifications should be directed to Tim Powell, Facility Services Superintendent, at powelltc@ci.staunton.va.us.

Please quote lowest price for inspections to be performed. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified.

Right is reserved to accept or reject quotes on each item separately or as a whole, to reject any or all quotes, to waive informalities or irregularities, to negotiate contract terms and options with the 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 quotes must be submitted in a sealed envelope plainly marked, "**RFQ #Q00320 – Fire Extinguishers, Alarm & Sprinkler Testing**" 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 and facsimile responses are not acceptable.** No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a quote not properly addressed and identified.

ALL QUOTES SHALL INCLUDE ALL DELIVERY COSTS

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

FIRE EXTINGUISHERS, ALARM & SPRINKLER TESTING SPECIFICATIONS

SCOPE OF WORK

All interested contractors are **required** to visit the job site prior to submitting quotes. 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.

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.

1. The length of contract shall be for one- (1) year from the date of contract award. Bid price shall reflect all costs associated with the inspection and testing of the extinguishers and systems listed in **Attachment A**. Quotes must specify price per system to be inspected as stated on the quote sheet and the City of Staunton reserves the right to award in part or whole whichever is in the best interest of the City.
2. The City of Staunton may extend this contract for a period of five- (5) successive one-year periods under the terms of the original contract and subsequent changes mutually agreed upon regarding the scope the scope of work. If the City of Staunton elects to exercise the one-year extension option, the contract price(s) for the additional on-year periods shall not exceed the original contract prices by the percentage increase/decrease of the “services” category of the CPI-W section of the Consumers Price Index, plus any mutually agreed upon increase/decrease in the scope of work.
3. The bidder must submit a list of previous clients that may be contacted as reference. The contractor must have a minimum of three- (3) references for which similar services were provided within the last two- (2) years. Include customer name and contact information with telephone number.
4. The City of Staunton reserves the right to award future work and all required repairs of the equipment, systems and items listed in **Attachment A**, to the successful contractor if said terms for material cost and labor or agreeable to both the City of Staunton and the contractor.
5. All services shall be performed during normal working hours by service technicians who are qualified through factory or other training for the type systems/equipment installed. Proof of qualification shall be included in the bid and the owner reserves the right to reject any bid whose service technicians are judged unqualified to perform the service. City maintenance personnel will accompany service technicians to provide building access and location of equipment to be inspected, tested and tagged.
6. During the course of work, the contractor shall cause as little inconvenience as possible to the Public, City employees or scheduled activities within each 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.

7. The contractor shall inspect, test and tag all fire alarm, FM-200/HFC-227 fire suppression systems, range hood extinguishing systems, sprinkler systems and fire extinguishers annually, but in no case shall testing exceed twelve (12) months between inspections.

Note: All Back-Flow and Pressure Devices maintained, tested and certified annually by the City of Staunton and are not included in the contract.

8. The contractor shall inspect and/or test all fire alarm system components such as controllers, smoke/heat detectors, sensors, and duct sensors if installed, strobes, bells and phone lines, etc. for proper operation. Sprinkler components including but not limited to pumps, compressors, valves, heads, and plumbing, etc. All inspections, testing and system certification and shall conform to the manufacturers specifications and NFPA 72 regulations and guidelines. **The contractor will schedule all work 5 working days in advance with the City Facility Services Superintendent at (540) 332-3882.**
9. The contractor shall submit a report to the City of Staunton; Facility Superintendent upon completion of each inspection/testing cycle before payment is made. There shall be a separate report for each building broken down into separate sections such as fire alarm, sprinkler, range hood, FM-200/HFC-227 systems and fire extinguishers etc. The report shall be as detailed as possible and will include the date, location quantity of all equipment inspected/tested along with manufacturer's part number, serial number and the status of each item within the system and facility.
10. Fire extinguishers, FM-200/HFC-227 and range hood systems shall be recharged and hydro-tested as needed.
11. Contractor shall replace all miscellaneous hardware as needed, such as gauges, hoses, pull-pins, cartridges, firing mechanisms etc. to ensure proper system operation and compliance with current codes. The contractor shall quote all material and labor cost associated with replacement parts and pricing shall be agreeable to both the City of Staunton and the contractor before replacement.
12. Contractor shall obtain a valid City of Staunton business. License can be obtained through the Commissioner of Revenue's office located at 116 W. Beverley Street, Staunton, VA.
13. Appropriate City personnel will make payment for all completed work only after final approval and acceptability of the building reports and work completed.
14. The contractor is responsible for providing liability and workmen's compensation insurance, as required by law. Verification of insurance will be required prior to beginning work.
15. A tax-exempt certificate will be provided to the successful contractor.

NOTE: See "Attachment A" for listing of Building Locations and System Information.

Quote Schedule

Request for Quote Posted	June 8, 2020
Questions Submission Deadline	June 12, 2020 at 2:00 p.m.
RFQ Submission Deadline	June 18, 2020 by 2:00 p.m.

CITY OF STAUNTON

QUOTE SHEET

<u>DESCRIPTION</u>	<u>TEST & TAG</u>	<u>RECHARGE</u>	<u>HYDROTEST</u>
FM-200/HFC-227 (2)	\$	\$	\$
Range Hood Systems (3)	\$	\$	\$
Fire Extinguishers	\$	\$	\$
2.5 lb.	\$	\$	\$
5 lb.	\$	\$	\$
10 lb.	\$	\$	\$
20 lb.	\$	\$	\$
30 lb.	\$	\$	\$
Fire Alarm Systems (7)	\$		
Sprinkler Systems (5)	\$		
Total Annual Test & Tag	\$		

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”**BUILDING LOCATIONS AND SYSTEM INFORMATION**

1. City Hall Building, 116 W. Beverley Street.
2. Commonwealth Attorney’s Office, 21 North New Street.
3. Court House, 113 E. Beverley Street.
4. Library, 1 Church Ave.
5. Fire Department, Station #1, 500 N. Augusta Street.
6. Gymnasium, Gypsy Hill Park, 600 Churchville Ave.
7. Football Field Concession, Gypsy Hill Park, 600 Churchville Ave.
8. New Street Garage, 35 South New Street.

Fire Alarm Systems Information:

1. City Hall, Multi Zone, (Siemens FS250)
2. Commonwealth Attorney’s Office, Heat/Smoke Detectors (Ademco 4152)
3. Court House, Multi Zone, (FireLite MS4824)
4. Gymnasium, Multi Zone, (FireLite MS5024)
5. Library, Multi Zone – (Honeywell Silent Knight 6700)
6. New Street Garage, Multi zone, (First Alert FA1600C)
7. Recreation Office, Heat/Smoke Detectors, (Ademco 414OXM)

Sprinkler Systems Information:

1. City Hall, 511 sprinkler heads, wet system with antifreeze in lines under back-dock.
2. Court House, 261 sprinkler heads, wet & dry system with compressor in attic.
3. Fire Station #1, 8 sprinkler heads, wet system.
4. Library, 282 sprinkler heads, wet & dry system with compressor on 2nd floor.
5. Gymnasium, 1 head in furnace room.

Note: All Back-Flow and Pressure Devices maintained, tested and certified annually by the City of Staunton and are not included in this contract.

FM-200/HFC-227 Systems Information:

1. City Hall, Computer Server Room, City IT Department, (FM-200-Kidde Gemini)
2. City Hall, Computer Server Room, School Board IT Department, (HFC-227-Fike SHP PRO.)

Range Hood Extinguishing Systems Information:

1. Bandstand Concession, Gypsy Hill Park, (Pyrochem)
2. Football Field Concession, Gypsy Hill Park, (Ansul)
3. Fire Department, Station #1, (RangeGuard)

Fire Extinguishers: Located in City-wide buildings.

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 subcontractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

G. LIABILITY AND LITIGATION

The City 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. 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.

AA. 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.

BB. PAYMENT

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

CC. 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).

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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)

NN. 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):
