

REQUEST FOR QUOTATIONS (RFQ)



Issue Date: January 15, 2020

RFQ# ONESTY POOL TILE REPLACEMENT

Title: ONESTY FAMILY AQUATIC CENTER POOL TILE REPLACEMENT

Issuing Agency: City of Charlottesville

Using Department/Division and/or location where work will be performed:
ONESTY FAMILY AQUATIC CENTER, 300 MEADE AVENUE

Quotations in response to this RFQ will be received until 2 P.M. Local prevailing time on January 30, 2020 For Furnishing The Goods/Services Described Herein. Quotations received after the time designated for receipt will not be considered. The time of quotation receipt shall be determined by the time received at CAT's location. Bidders have the sole responsibility for assuring that bids are received by the designated date and time.

All Inquiries For Information Should Be Directed To: Daniel McClung, Project Manager Phone: 434-872-1330
Email: mcclungd@charlottesville.org

Quotations may be mailed, hand delivered faxed or emailed.

IF QUOTATIONS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF QUOTATIONS ARE HAND DELIVERED, DELIVER TO:

City of Charlottesville
CHARLOTTESVILLE AREA TRANSIT
1545 AVON STREET EXTENDED
CHARLOTTESVILLE, VA

IF QUOTATIONS ARE FAXED, FAX TO:

IF QUOTATIONS ARE EMAILED, EMAIL TO: mcclungd@charlottesville.org

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

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- I. **PURPOSE:** The City of Charlottesville, Charlottesville Area Transit, is soliciting quotations from qualified vendors to remove and replace the approximately 800 L/F of 9" porcelain water band tile at Onesty Family Aquatic center (OFAC) Work to commence March 9, 2020 or earlier. All work must be completed by April 3, 2020
- II. **COMPETITION INTENDED:** It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.
- III. **SCOPE OF WORK/DESCRIPTION OF ITEM:** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the Contractor of the work and services that are subject to any contract resulting from this solicitation.

The Contractor shall:

The Contractor is to provide all supervision, equipment, labor and materials necessary to complete the work as specified herein.

Replace all Porcelain water band tile with a porcelain tile to match existing. The tile must be frost proof and impervious to liquids and vapors. All depth marks must be documented and replaced as existing. Remove all existing thin-set, acid wash area and install a new mortar bed. Tile to be set with Laticrete 254 Platinum thin-set mortar or an approved equivalent. Tile grout to be SpectraLOCK Pro Grout or an approved equivalent. Install coping urethane bead use NP1 urethane sealant or approved equivalent.

IV. **GENERAL TERMS AND CONDITIONS:**

- A. **ANTI-DISCRIMINATION:** By submitting their quotations, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and sections 2.2-4311, 2.2-4311.2 and 2.2-4312 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by 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 applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

- B. **ANTI-DISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written

determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- C. **ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS**: The City of Charlottesville does not discriminate against faith-based organizations.
- D. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
- E. **APPLICABLE LAWS & COURTS**: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville.
- F. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- G. **AWARD OF CONTRACT**: Awards shall be based on determination of the lowest responsive and responsible bidder. No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsible.
- H. **BID ACCEPTANCE PERIOD**: Each bid submitted must be and remain valid for a period of at least thirty (30) days from bid opening. Erroneous quotations may be reclaimed or superseded any time prior to closing time; Modification of or corrections to quotations are not acceptable after the closing time specified. Any new quotation must be marked as in Section A with the additional notation "Supersedes all previous submissions." No bidder may withdraw his quotation from consideration after closing time due to a mistake, except as permitted by Virginia Code §2.2-4330.
- I. **BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non registered vendor. Go to www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- J. **CANCELLATION OF CONTRACT**: The City reserves the right to cancel and terminate any resulting contract for cause or convenience, in part or in whole, without penalty, upon 30 days written notice to the contractor.
- K. **CLAIMS, PROTESTS AND APPEALS**: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence of beginning of the work upon which the claim is based. The City of Charlottesville has established a Vendor Appeals process for resolution of the following types of claims: contractual claims, protests of a decision to award a contract; award of a contract; appeals from refusals to allow a withdrawal of bids; appeals from disqualifications of bidders (including, without limitation, refusals to pre-qualify bidders and decisions to debar a contractor); appeals from determinations of non-responsibility; and appeals from decisions on disputes arising during the performance of a contract. The established procedure is available on the City of Charlottesville's website at www.charlottesville.org/purchasing. Click on the link to Bids and Proposals. The link is available at the bottom of the City's electronic bid board and is titled "Vendor Appeals Procedures 04/15". A copy of the procedure may also be obtained by request to the City of Charlottesville's Procurement and Risk Management Division via email at purchasing@charlottesville.org or via fax to (434) 970-3069. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.
- L. **CLARIFICATION OF TERMS**: The City will assume no responsibility for oral instructions, suggestion or

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interpretation. Any question regarding the bid documents and/or specifications shall be directed to the city representative identified on page 1 and any material change will be submitted to all bidders through issuance of an addendum. **Any questions related to this RFQ MUST be submitted to city representative identified on page 1 no fewer than two (2) work days prior to the quotation due date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective bidders without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFQ is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- M. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Bidder would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's bid. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with requirement(s) of this RFQ, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code or (iv) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- N. **CONTRACTOR LICENSE REQUIREMENTS:** State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the City of Charlottesville.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- P. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- R. **ETHICS IN PUBLIC CONTRACTING:** Per *Code of Virginia, 2.2-4367*: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- Q. **EXTRA CHARGES NOT ALLOWED:** Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of

quotations. The bid price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

- R. **IDLING REDUCTION REQUIREMENT:** Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- S. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- T. **INCLEMENT WEATHER/CLOSURE OF CITY OFFICES:** If the City of Charlottesville is closed for business on the date and time set by this RFQ for receipt of quotes, then quotes will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of quotes.
- U. **INDEMNIFICATION:** Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- V. **INSPECTION OF JOB SITE:** The Contractor is responsible for thorough examination of the documents and the project site prior to submitting a quotation.
- W. **INSURANCE:** By signing and submitting a bid under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees agents and volunteers must be named as an additional insured and so **endorsed** on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;

6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. **(See Attachment A for a Sample C.O.I. and Guide to the Accord Form.** The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

- X. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR RFQs:** Failure to submit a bid on the official City form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Request for Quotations may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- Y. **OSHA STANDARDS:** All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- Z. **PAYMENT:**
 - a. **To Prime Contractor:**
 1. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the require payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
 2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
 3. 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 city contract number and/or purchase order number.

4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.

5. **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 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 any city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from the City, 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

AA. **PERMITS AND FEES:** All quotations submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The bidder must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

BB. **PUBLIC INSPECTION OF CERTAIN RECORDS:** Except as otherwise provided, and in accordance with VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's 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 (Va. Code §2.2-3700 et seq). Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the bidder (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

CC. **QUALIFICATIONS OF BIDDERS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

DD. **RIGHT TO ACCEPT OR REJECT BIDS:** The City reserves the right to accept or reject any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a minor defect or

variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

- EE. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

- FF. SMALL, MINORITY, WOMEN AND SERVICE DISABLED VETERAN OWNED BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Bidders are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Bidders are also required to complete and submit Attachment C – Disadvantaged Business Enterprise Objectives.**

- GG. TAXES: Include only taxes applicable to the project in this bid. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

- HH. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- II. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their quotations, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- JJ. The terms and conditions set forth above within this Request for Quotation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

V. SPECIAL TERMS AND CONDITIONS:

- A. AMERICANS WITH DISABILITIES ACT COMPLIANCE: If the City requests a formal report or work product, the Contractor is required to deliver the report to comply with the Americans with Disabilities Act (ADA) and, as may be applicable, the Rehabilitation Act of 1973. The formal report shall be provided in a .PDF; HTML or other text-based format in which optical character recognition is provided, and in which any photographs, images, diagrams, maps, etc. are marked by adequate "alt tags" and "long description tags," to the end that the contents of the report will be readable by a screen reader for the sight impaired.
- B. CITY CONTRACT ADMINISTRATOR: The City's Contract Administrator for any resulting contract from this solicitation is
- C. CONTRACTOR'S REPRESENTATIVE: The Contractor shall assign a Contract Administrator to interface with the City's Contract Administrator for any resulting contract from this solicitation. The Contractor's

Contract Administrator shall handle and resolve all issues including, but not limited to, pickups, billing and reporting.

- D. **DBE FINANCIAL INSTITUTIONS (§26.27):** It is the policy of the City to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. To date (01/20/2017), the City has identified the following such institution:

Old Dominion National Bank
4916 Plank Road
North Garden, VA 22959

Old Dominion National Bank
110 Scottsville Road
Scottsville, VA 24590

- E. **DELIVERY:** State your earliest firm delivery or performance date on the pricing schedule. Delivery hours are 7:00 a.m. – 3:30 p.m., Monday – Friday to [insert delivery address].
- F. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the City that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- G. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- H. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- I. **NEW EQUIPMENT:** Unless otherwise noted any equipment bid shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this bid.
- J. **NON-VISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
- i. Effective, interactive control and use of the Technology shall be readily achievable by non visual means;
 - ii. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - iii. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - iv. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the forgoing nonvisual access standards shall not be required if the City determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available, or (iii) exclusion of the technology access clause is otherwise justified in accordance with applicable laws.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the forgoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply. If there is a conflict of interest between any FTA clause(s) and any other General Terms and Conditions or Special Terms and Conditions, the FTA clause(s) prevails.
- L. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- M. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the RFQ to enable the City to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the RFQ to be considered nonresponsive.
- N. **RECORD KEEPING (Good for Contracts Pertaining to Grant Funds)**
In accordance with generally accepted accounting procedures, the Contractor shall maintain books and records pertaining to the funds received from the City and amounts expended by it in connection with this Agreement. The Contractor shall maintain such books and records for a period of at least five (5) years following the expiration or earlier termination of this Agreement. Upon request the City shall be entitled, at its own expense, to obtain an audit of all funds received and expended by the Contractor under this Agreement. Upon receipt of notice that the City desires an audit, the Contractor shall make its books and records available to the City and its auditor(s), and the Contractor shall cooperate with the audit.
- O. **SECTION 508 COMPLIANCE:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville (the "City") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Act, §2.2-3500 through 2.2-3504 of the Code of Virginia.
- P. **SDS:** A Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The SDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- Q. **SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION:** As a recipient of federal funds, the City is required to confirm that a prospective contractor does not have any active exclusion, is not suspended or debarred per the System for Award Management (SAM) at <https://www.sam.gov/>.
- R. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this RFQ shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this solicitation. A copy of this warranty must be provided to the City upon request.
- S. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the City's satisfaction at the contractor's expense.
- VI. **METHOD OF PAYMENT:** The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or

delivery. Within 20 days after the receipt of an invoice or goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

VII. PRICING SCHEDULE: Award will be made to the lowest responsive/responsible bidder based on the Lump Sum.

VIII. ATTACHMENTS:

- A. SAMPLE C.O.I. AND GUIDE TO THE ACORD FORM
- B. PRICING SCHEDULE
- C. DISADVANTAGED BUSINESS ENTERPRISE OBJECTIVES

ATTACHMENT A

Title: Sample C.O.I. and Guide to the Acord Form

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Bidders are not required to submit a C.O.I. or Endorsement(s) with their bid response. Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage. The Bidder shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured".

Sample C.O.I. and Guide to the Acord Form

PRODUCER - Insurance agency /broker who issues certificate

NAMED INSURED - Must be legal name of contracting party.

Must include the types of insurance required by contract

POLICY FORM - Should be "occurrence"

ADDITIONAL INSURED - City of Charlottesville must be named and endorsed (separate document) as additional insured

CERTIFICATE HOLDER - Must be City of Charlottesville

DATE (MM/DD/YYYY)
07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Insurance Agency/ Broker
123 Main St., Anytown, VA 21234

CONTACT NAME: John Doe, Agent
PHONE (A/C, H/L, Bus): (123)456-7890 **FAX (A/C, H/L):** (123)456-7890

INSURER(S) AFFORDING COVERAGE:

INSURER A:	Insurance Company 1	NAIC #	123456
INSURER B:	Insurance Company 2		567890
INSURER C:	Insurance Company 3		112233
INSURER D:			
INSURER E:			
INSURER F:			

INSURED: XYZ Contractor
456 South St., Anytown, VA 21234

CERTIFICATE NUMBER: [Blank] **REVISION NUMBER:** [Blank]

LINE	TYPE OF INSURANCE	AGENCY/PROD. (INSURER)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Per year and person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/CP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	567890	12-1-2014	12-1-2015	DOWNGRADED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB DED. RETENTIONS	X OCCUR CLAIMS-MADE	112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROJECT OR PARTNER/RESIDENTIAL OFFICER/EMPLOYEE EXCLUDED? (Mandatory by RW)	Y/N N/A	ABC123	12-1-2014	12-1-2015	Y: MC STATL. TOTAL SUR. \$ E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / PROJECTS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

CERTIFICATE HOLDER: City of Charlottesville
325 4th St. NW
Charlottesville, VA 22903

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: John Doe, Agent

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ATTACHMENT B

PRICING SCHEDULE

RFQ#: ONESTY POOL TILE REPLACEMENT

Title: ONESTY FAMILY AQUATIC CENTER TILE REPLACEMENT

Failure to complete the Pricing Schedule per the instructions may cause your bid to be deemed non-responsive. Pricing shall be all inclusive to include any/all freight, any/all delivery charges; extra charges are not allowed. Failure to provide quantities and pricing or to place a "0" for either will cause your bid to be deemed non-responsive. In order for your company to be considered responsive, your company shall be able to provide all goods/services listed below. Do not alter or make any changes to the bid form.

Total Fixed Lump Sum for _____ as per all terms, conditions and specifications herein.	\$ _____ (Basis of Award)
---	--------------------------------------

In Compliance With This Request for Quotations And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated above.

I understand the terms and conditions stated and attest that my company is able to abide by the Scope of Work, Terms and Conditions and Special Terms and Conditions.

Yes No

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

ADDENDUM ACKNOWLEDGMENT: I/we acknowledge receipt of the following addenda (if applicable):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

Name And Address Of Firm:

DBA (if applicable) _____

Zip Code: _____
Telephone Number: (____) _____
Fax Number: (____) _____
E-mail Address: _____
Virginia Contractor License No. _____
Class: _____ Specialty Codes: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
I have the authority to bind the corporation.

DISADVANTAGED BUSINESS ENTERPRISE OBJECTIVES

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority-owned businesses (MBE) and service disabled veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, WBE, MBE and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your bid.

1. If you are a SBE, WBE, MBE or VBE, please check one or more of the following boxes:

_____ SBE _____ WBE _____ MBE _____ VBE

Certification #: _____ Expiration Date: _____

If certified by other than the Virginia Department of Minority Business Enterprise, provide the name and contact information, including phone number and website of certifying agency:

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, WBE, MBE or VBE, put zeros in the spaces below.

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **VBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, WBE, MBE or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Company Name: _____