



**CITY OF COVINGTON, VIRGINIA
REQUEST FOR PROPOSALS**

**Touchless Coolers, Toilets, Faucets and Filling Stations
All City of Covington Facilities**

October 14, 2020

Contact Name: Eric Tyree
Building Official
City of Covington

Contact Email: etyree@covington.va.us

Contact Phone: (540) 965-6356

Submission Deadline: October 28, 2020 at 2:00 PM

Mail/Deliver To: City of Covington
C/o Building Official
333 W. Locust Street
Covington, VA 24426

REQUEST FOR PROPOSALS

Title: Touchless Coolers, Toilets, Faucets and Filling Stations

Issue Date: October 14, 2020

Sealed Proposals Due: October 28, 2020 at 2:00 PM

Location: Office of Eric Tyree, City of Covington, 333 W. Locust Street, Covington, VA 24426

Inquiries: Inquiries regarding this solicitation should be directed to Eric Tyree, at (540) 965-6356, or by email to etyree@covington.va.us . Inquiries must be received at least five (5) business days prior to the due date (no later than Wednesday, October 21, 2020) in order to be considered. Contact initiated by a Proposer/Offeror concerning this RFP with any other City representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the Proposer/Offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this RFP and that I am authorized to sign the Proposal;
 - The accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the Code of Virginia. Furthermore, I understand that fraud and unlawful collusion are crimes and can result in fines, prison sentences, and civil damage awards;
 - That the accompanying Proposal is in compliance with the applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq., of the Code of Virginia). Specifically, without limitation, no City employee or member of an employee's immediate family shall have a proscribed personal interest in a contract; and
 - That the accompanying Proposal is in accordance with the applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367 et seq., of the Code of Virginia), and any other applicable law as set forth therein.
-

In compliance with this RFP and to all conditions imposed herein the undersigned offers and agrees to furnish the services in accordance with the accompanying signed Proposal.

Complete Legal Name of Firm: _____

Address: _____

Remit to Address: _____

Signature: _____ Email: _____

Name: (type/print) _____ Title: _____

Fed ID No.: _____ Phone: (____) _____ Fax: (____) _____

This page must be returned with the Proposal

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SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is to receive competitive offers and establish a contract with a qualified service provider to replace water coolers, tank toilets, and faucets with standardized touchless commercial equipment. As well as, convert all tankless toilets to touchless and add touchless filling stations to all water coolers. Work shall be completed at all City of Covington properties and all equipment must be of commercial grade material with hard, smooth and cleanable surfaces capable of being cleaned and sanitized under current COVID-19 standards.

SECTION 2. BACKGROUND

This replacement consists of all making all water coolers fountains, faucets, and toilets touchless. As well as adding a touchless bottle filling station to all water coolers.

SECTION 3. SCOPE OF SERVICES.

Services should include all materials and labor necessary to replace all water coolers, faucets and tank toilets with standardized touchless equipment. It must also include all materials and labor necessary to convert all tankless toilets to touchless and to add touchless water filling stations to all water coolers. All equipment shall be of commercial grade material with hard, smooth cleanable surfaces capable of being cleaned and sanitized under current COVID-19 standards. This service shall include site clean-up and proper disposal of all replaced equipment. The contracted work must be complete in its entirety and billed to the City of Covington no later than **December 1, 2020**. Approximate numbers of water coolers 20; faucets 79; toilets 79. Please provide individual pricing as these numbers are only approximate.

SECTION 4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals must be submitted in accordance with the instructions and requirements given in this RFP, including the cover page. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and it may be rejected.

Your proposal, one (1) original and five (5) copies, including the cover page of this RFP signed by an authorized representative of your firm, must be submitted in a sealed envelope or package. The notation "**CONFIDENTIAL – Touchless Coolers, Toilets, Faucets and Filling Stations – All City of Covington Facilities**" must be clearly marked on the front of that sealed envelope or package.

The City of Covington, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Covington reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City, determined to be in the best interest of the City.

Proposal evaluation and award will be accomplished in accordance with this RFP and applicable law. If an award of a contract is made, notification of such award will be provided to the Offeror and posted for public review at the City.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal.

Inquiries regarding this RFP should be directed to Eric Tyree, of the City of Covington at (540) 965-6356.

This RFP consists of this Introduction, the numbered sections, and the attachments hereto.

The City is not responsible for any copies of this RFP obtained from any source other than the City.

Instructions for Offerors:

At a minimum, prospective Offerors are to include the items below as part of their proposal. Each proposal should include a transmittal letter and table of contents. The proposal should be no more than 20 pages, single spaced and typed (one side only) in length.

Proposals must include the following:

1. Experience: A narrative describing the firm's experience and qualifications. Some of the information required includes, but is not necessarily limited to, length of time in the business, experience, strengths, business philosophy; a description of how the firm will perform the services listed in the scope of services of this Request for Proposal, including the names, titles, and qualifications of the individuals that will be working directly with the city.
2. References: References from a minimum of three (3) previous clients within the last five (5) years, preferably local government clients.
3. Outline of Services: An outline of the services to be performed and identification of who will perform the service.
4. Fees: Describe all fees required for the performance of the requested services.

SECTION 5. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Criteria to be considered in evaluation include the following:

- A. The background and experience of the offeror, including the level of experience in working with municipalities and the quality of services performed.
- B. The proposal submitted by the offeror for completeness, attention to detail, and strategy.

C. References from previous clients.

SECTION 6. SELECTION PROCESS.

The method of selection of the successful offeror shall be through competitive negotiation.

- A. All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the selection committee. The award, if made, will be made to the offeror whose proposal best furthers the interest of the city. The city reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the offeror whose proposal is deemed to be in the best interest of the city. The award, if one is made, will be a contract incorporating the terms and conditions contained in this RFP.
- B. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the city and may or may not be conducted.

SECTION 7. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the city pursuant to the RFP shall belong exclusively to the city and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the offeror may invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary.** The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or

changes.

- D. No offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The city may make investigations to determine the ability of the offeror to perform or supply the services and/or items as described in this RFP. The city reserves the right to reject any proposal if the offeror fails to satisfy the city that it is qualified to carry out the obligations of the proposed contract.

SECTION 8. GENERAL TERMS AND CONDITIONS.

- A. **Acceptance of Bids/Proposals:** Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- B. **Anti-Discrimination:** By submitting their proposals, proposers certify to the City of Covington 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 Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 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 recipient's 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*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. the contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Covington 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 Covington under said contract.
- D. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the appropriate court in Alleghany County, Virginia. The Contractor shall comply with federal, state and local laws and regulations.
- E. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Covington.
- F. **Availability of Funds:** It is understood and agreed between the parties herein that the City of Covington shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **Bid/Proposal Pricing:** The bid/proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified per the specifications. Invoices must be itemized and will be paid at the unit price in the bid/proposal. The City will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the bid/proposal.
- H. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The City of Covington may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City of Covington a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City of Covington's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Covington with all vouchers and records of expenses incurred and savings realized.

The City of Covington shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Covington within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the VPPA. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City of Covington or with the performance of the contract generally.

- I. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the City of Covington, City Manager's Office, 333 West Locust Street, Covington, Virginia 24426, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the City Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the City to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the City's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the City Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
- J. **Clarification of Terms:** If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- K. **Debarment Status:** By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the City of Covington or the Commonwealth of Virginia from submitting bids/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.
- L. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Covington, 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. In addition, the City of Covington reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation to Bid/Invitation for Proposal.
- M. **Drug-Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the

unlawful manufacture, sale, distribution, 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom 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.

- N. **Ethics in Public Contracting:** By submitting their proposals, proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer or subcontractor in connection with their proposal, 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.
- O. **Facsimile and Email Proposals:** Facsimile or email unsealed bids/proposals received by the City prior to the time and date designated for unsealed bid/proposal submission will be accepted. It is the proposer’s responsibility to ensure these proposals are received by the appropriate person/department at the City. Facsimile or email bids/proposals will not be accepted for sealed bids/proposals.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, bidders/proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the City of Covington and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the City or failure of the City to appropriately use the materials, good, or equipment delivered.
- R. **Late Bids/Proposals:** To be considered for selection, bids/proposals must be received by the appropriate office at the City of Covington by the designated date and hour. Bids/Proposals received by the City after the date and hour designated are automatically disqualified and will not be considered. The City is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder/proposer to ensure that its proposal reaches the City by the designated time and hour.
- S. **Mandatory use of City Form and Terms and Conditions:** Failure to submit a bid/proposal on the official City of Covington form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation to Bid/Invitation for Proposal may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the City of Covington may, in its sole

discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal 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.

- T. **Negotiation with the Lowest Bidder:** For City issued invitation for bid (“IFBs”), unless all bids are cancelled or rejected, the City reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the City for this contract prior to the issuance of the IFB. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.
- U. **Nondiscrimination of Contractors:** A bidder, proposer, 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. 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 City 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.
- V. **Payment:**
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 City of Covington contract number and/or purchase order number, if any; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. 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.
 - 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 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. 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 of Covington for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City of Covington 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 of Covington.

- W. **Precedence of Terms:** The following General Terms and Conditions: ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, AND 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 set forth in a solicitation, the Special Terms and Conditions shall apply.
- X. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City of Covington will publicly post such notice on the City's website if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.
- Y. **Qualification of Proposers:** The City of Covington may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/proposer) to perform the services/furnish the goods to the City and request all such information and data required for this purpose. The City reserves the right to inspect (bidder's/proposer's) physical facilities prior to award to satisfy questions regarding the (bidder's/proposer's) capabilities. The City further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/proposer) fails to satisfy the City that such (bidder/proposer) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- Z. **Supremacy Clause:** Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the City of Covington's proposal prevail over contrary terms and conditions contained in the bidder's/proposer's response.

- AA. **Taxes:** Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- BB. **Transportation and Packaging:** By submitting their (bids/proposals), all (bidders/proposers) 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.
- CC. **Testing and Inspection:** The City of Covington reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- DD. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids/proposals only the information furnished with the bid/proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

(The remainder of this page is intentionally blank.)

ATTACHMENT A – SAMPLE CONTRACT

CITY OF COVINGTON

**CONTRACT FOR TOUCHLESS COOLERS, TOILETS,
FAUCETS AND FILLING STATIONS**

Contract Number:

This Contract is entered into this ____ day of _____, 2020, by and between the City of Covington, Virginia (“City”) and _____ (“Contractor”). This Contract shall consist of this signed Contract and all exhibits, written amendments, and/or addenda including:

- City’s RFP dated _____, 2020 (“Exhibit A”);
- Contractor’s Proposal dated _____ (“Exhibit B”);
- Any subsequent written amendments executed by the parties.

In the event of a conflict between this document, the City’s RFP, and Consultant’s Proposal, this document and the City’s RFP shall Contractor”), located at

_____.

WITNESSETH that the Contractor and the City, in consideration of the mutual covenants, promises, and agreements contained herein, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the City as set forth in the Contractor’s Proposal dated _____ .

CONTRACT PERIOD: The Contract Period is from _____, 2020 through _____, 2020, a period of _____. All work under the Contract shall be completed before the end of the Contract Period.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the City’s RFP dated _____, Contractor’s proposal dated _____, and any subsequent written amendments.

COMPENSATION AND METHOD OF PAYMENT: The total amount to be paid to the Contractor is _____ (\$_____) to be paid in the following manner: _____.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT: Contractor shall comply with Section 8, General Terms and Conditions, of the RFP.

ENTIRE AGREEMENT: The written terms of this Contract shall supersede all prior verbal statements of any party. Such statements shall not be effective or be construed as forming a part of, or altering in any manner whatsoever, this Contract. This Contract

constitutes the entire agreement between the Contractor and the City and may be amended only by written instrument signed by the parties hereto.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

_____ : **CITY OF COVINGTON:**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPROVED AS TO FORM:

By: _____

_____, City Attorney

ATTACHMENT B – PROPOSAL SUBMISSION FORM

A. BASIS OF AWARD: Proposals shall be evaluated by the city using the best value procurement procedures according to the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the list of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the city’s discretion to reflect relative importance. Proposals shall contain documentation and information which described the offeror’s ability to meet the criteria and exceed the performance of other offerors.

- Profile, qualifications, and experience of Proposer – Minimum of 5 years
- References - At least 3
- Specific approach and work plan
- Responsiveness and completeness of the Proposal
- Overall benefit to the City – In cost, time and value of the proposal

Selection shall be made of offerors deemed to be qualified and if more than one, offerors shall be ranked in order of best suited among those submitting proposals on the basis of evaluation factors included in the Request for Proposals. After interviews, negotiation with the offeror ranked number one will commence. If a suitable contract cannot be reached, the city will conclude negotiations with the number one offeror and move on to negotiate with number two. The city may cancel this RFP or reject Proposals at any time prior to the award. 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 than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference or explicitly all the requirements, terms, and conditions of this RFP and the offeror’s Proposal as negotiated.

The city reserves the right to cancel or reject any or all Proposals, to waive any informalities in any Proposal received and to negotiate and award a contract deemed to be in the city’s best interest.

B. OFFEROR’S CHECKLIST: This checklist is provided to assist offerors in submitting a responsive Proposal and may not be inclusive of all RFP requirements. Offerors are expected to carefully read the entire RFP and verify that the following issues have been addressed prior to submission of a Proposal:

- **Provide requested information on cover page of RFP: name, address, etc.**
- **Virginia State Corporation Commission (SCC) Registration Information**
- **Signed Proposal (cover page)**
- **Complete the information on this form and submit with Proposal**

C. OFFEROR’S REPRESENTATIVE –

Name: _____

Address: _____

Phone: _____

Fax: _____

Cell Phone: _____

Email address: _____

D. OFFEROR'S DATA:

QUALIFICATIONS OF OFFEROR - Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the city. Indicate the length of time you have been in business as a company providing the type of service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract. Company Name, Address, Phone Number and Contact Person's Name and Email:

Address:

1. _____

2. _____

3. _____

E. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The offeror shall check one of the following. The offeror is:

_____ A corporation or other business entity with the following SCC identification number:

_____ **-OR**

_____ Not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR**

_____ An out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or

inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Proposer in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Proposer's out-of-state location) –**OR**

_____ An out-of-state business entity that is including with this Proposal an opinion of legal counsel which accurately and completely discloses the undersigned Proposer's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to a Proposer who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the City reserves the right to determine in its sole discretion whether to allow such waivers): _____