

REQUEST FOR QUOTE
**THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-
BASED ORGANIZATIONS**

City of Hampton

THIS IS NOT AN ORDER

ISSUING OFFICE:

Procurement Office, Division of Finance
Community, Municipal Services/Education
Hampton, VA 23669

(757) 727-2200 FAX # (757) 727-2207

RETURN THIS COPY

ATTENTION OF QUOTERS IS DIRECTED
TO § 2.2-4367 to 2.2-4377 CODE OF VIRGINIA
[Ethics in Public Contracting]

PLEASE FILL IN COMPANY NAME & ADDRESS IN THE SPACE BELOW:	DUE DATE: November 12, 2009 at 4:30PM
	RFQ ITEM # 10- 46213/CGE (Removal and Adhering of Lettering and Decals)
	PROCUREMENT OFFICER: Carol G Evans, Buyer EMAIL ADDRESS: cgevens@hampton.gov

THE CITY OF HAMPTON HEREAFTER REFERRED TO AS CITY , RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL QUOTES IN WHOLE OR IN PART; TO MAKE AN AWARD ON A LINE ITEM, GROUP, OR TOTAL SUM BASIS; AND TO WAIVE ANY INFORMALITIES. THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE SPECIFICATIONS IN THIS QUOTE ARE INTENDED AS A QUALITY INDICATOR AND GUIDE FOR QUOTING AND UNLESS OTHERWISE STATED, THE CITY WILL CONSIDER ALTERNATE QUOTES OF EQUAL OR BETTER QUALITY, WHICH MUST BE ACCOMPANIED BY DETAILED DESCRIPTIVE LITERATURE, MANUFACTURER AND PART NUMBER. THIS SOLICITATION IS SUBJECT TO CODE OF VIRGINIA 2.2-4300 ET SEQ AND TERMS AND CONDITIONS AS ATTACHED.

SPECIFICATIONS:

The Fire Department will supply the new decals (logos), however any lettering or removal will be supplied by the vendor. The Request for Quote is for removal and application only. If the apparatus can not be secured overnight the vendor will have to complete the work at the Fire Station or City garage depending on where the unit is located.

1. All products under this agreement shall be new and first quality only.
2. The removal of new and existing Fire Division vehicles to include logo decals and lettering on an as needed basis.
3. Contractor may be required to remove lettering, stripes, logo decals and lettering when necessary prior to applying new product.
4. Contractor must complete assigned vehicle within (2) days of the order.
5. Contractor's business must be located within a 10-15 mile radius of the City of Hampton.
6. Contractor must be able to secure vehicle indoors or within fenced area if kept over night.
7. Contract will be for one year with two (1) year options to renew at the City's discretion.
8. Contractor shall submit fee for services on the following apparatus:
 1. Fire Engines 2. Ladder Trucks 3. Ambulances 4. SUV 5. Staff Vehicles (Sedans)

You are welcome to visit any of the Fire Stations to view the vehicles. Upon arrival report to the Station Officer on duty.

Insurance:

1. Contractor shall submit to the City Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City.

3. The certificates of insurance shall list the City of Hampton, 1 Franklin Street, Hampton, Virginia 23669, as the additional insured for the specified project as outlined in this ITB.
4. Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits.

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

5. The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Contractor.

Endorsement: The endorsement would be that which is attached to the policy that acknowledges the City as an also insured on all policies we have required to be endorsed. This will be either a direct endorsement actually names the City or a blanket endorsement that recognizes that the policy will cover anyone that enters into a contractual relationship in which the contract states that the City will be named as an also insured on the insurance policy.

Questions: Bidders must submit questions regarding this Request for Quote in writing to the Issuing Office at (fax 757-727-2207) or email by November 5, 2009 to cgevans@hampton.gov no later than 4:30PM. Necessary replies will be issued to all bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

Offeror is responsible for checking the Hampton/bids-contracts web site or contacting the Issuing Office within 48 hours prior to bid opening to secure any addenda issued for this RFQ.

ANNUAL NEEDS FOR THE REMOVAL AND ADHERING OF DECAL AND LETTERING

Measurements: Logo is 18" X 16"

Lettering 8" X WIDE

DECSRIPTION	PRICE PER EACH
FIRE ENGINE	
Removal of decal	\$
Removal of lettering	\$
Adhering of decal	\$
Adhering of lettering	\$
LADDER TRUCKS	
Removal of decal	\$
Removal of lettering	\$
Adhering of decal	\$
Adhering of lettering	\$

AMBULANCE	
Removal of decal	\$
Removal of lettering	\$
Adhering of decal	\$
Adhering of lettering	\$
SUV	
Removal of decal	\$
Removal of lettering	\$
Adhering of decal	\$
Adhering of lettering	\$
STAFF VEHICLES SEDAN	
Removal of decal	\$
Removal of lettering	\$
Adhering of decal	\$
Adhering of lettering	\$

Price increase for optional years will be based on the most current Bureau of Labor Statistics CPI-U wage rate, but not greater than 5% annually.

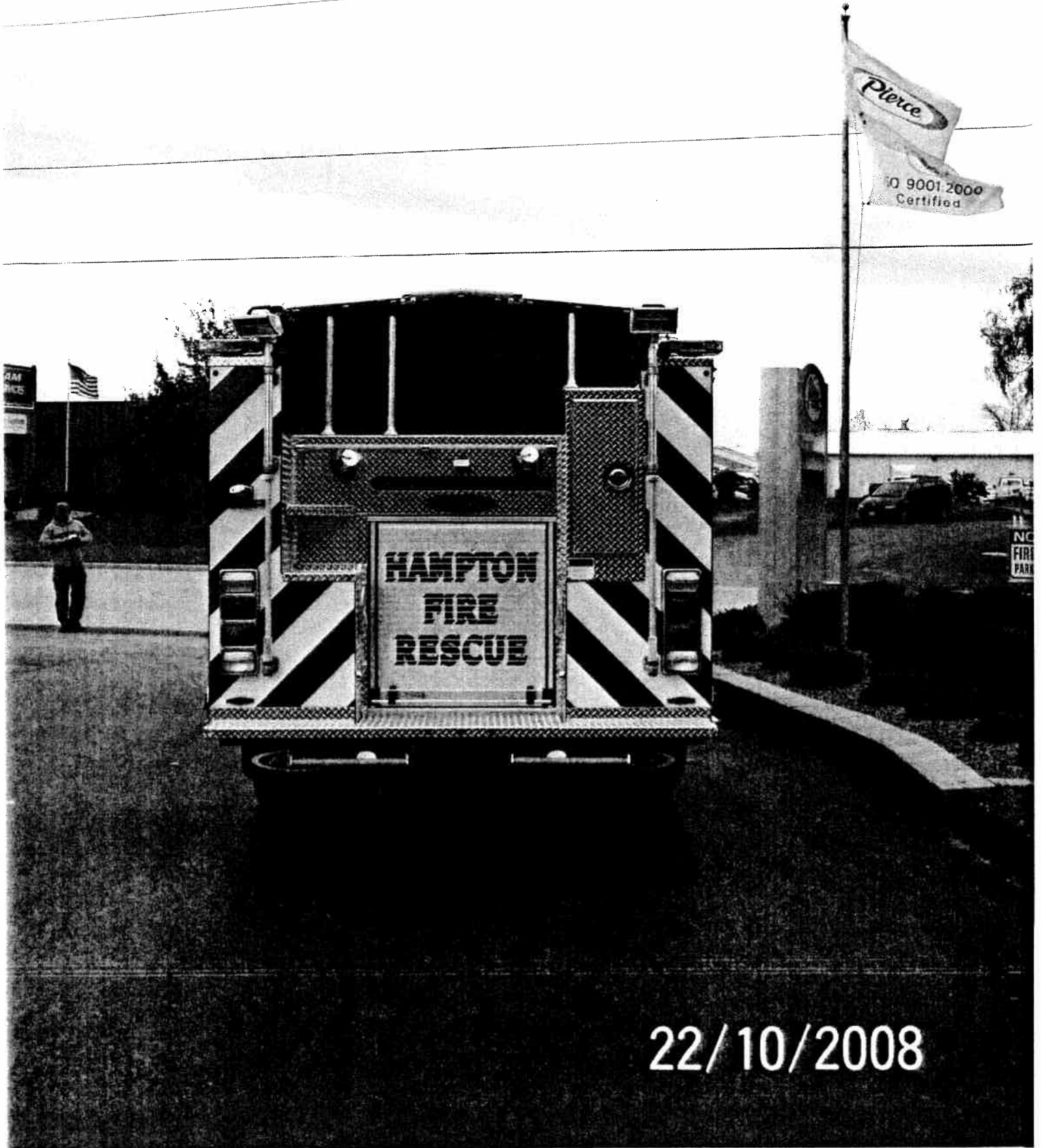
THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY

PAYMENT TERMS: _____ DELIVERY TIME: _____ DATE: _____

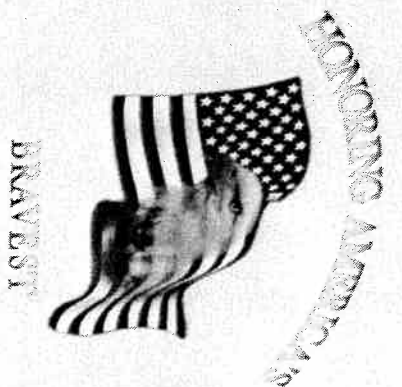
NET PAYMENT TERMS SHALL BE 30 DAYS OR GREATER.

AUTHORIZED AGENT: _____
SIGNATURE
TYPE OR PRINT

TELEPHONE NUMBER
FAX NUMBER
EMAIL ADDRESS



22/10/2008



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CITIZENS
FIRST

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ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL BIDDER'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 SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR 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 SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES AS FOLLOWS:
 - a THE BIDDER, SHALL 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 SUCCESSFUL OFFEROR. THE SUCCESSFUL BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER, SHALL STATE THAT SUCH SUCCESSFUL BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of BIDDER:

Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

Is Bidder a "minority" business? Yes No If yes, please indicate the "minority" classification below:
African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain:
Is Offeror Woman Owned? Yes No
Is Offeror a Small Business? Yes No
Is Offeror a Faith-Based Organization? Yes No

PURCHASE ORDER TERMS AND CONDITIONS

1. ORDER ACCEPTANCE

Seller's complete acceptance of this order will be presumed unless the seller acknowledges exceptions within fifteen (15) days after the date of this order.

In the event exception is acknowledged, as provided herein, buyer and seller shall then negotiate mutually acceptable terms and conditions.

2. PRICE

This order shall not be filled at prices higher than those shown on this order, unless such increased prices have been authorized by the buyer. Seller warrants that the prices to be charged for articles or services ordered herein are not in excess of prices charged to other customers similarly situated, for similar quantities of goods of like quality.

3. CASH DISCOUNT

Discounts shall be calculated if accepted from the date the material is received by the buyer at the destination designated in the order.

4. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in the Purchase Order. Delays in shipment shall be reported immediately by the seller to the buyer. Buyer reserves the right to cancel this order in whole or in part if seller should fail to make deliveries in accordance with the terms of the Purchase Order and any Purchase agreement referenced therein.

In the event exception is acknowledged, as provided herein, buyer and seller shall then negotiate mutually acceptable terms and conditions.

5. PATENT, TRADEMARK, COPYRIGHT INDEMNITY

Seller agrees to indemnify and save harmless the buyer. Its successors, assigns, and /or its customers from and against any and all expenses, liabilities or other losses arising from or by reason of any actual or claimed infringement of patents, trademarks, or copyrights, and to defend any suits bases thereon, with respect to the equipment of materials furnished hereunder by the Seller except where the claimed infringement arises by reason of the equipment or materials furnished hereunder upon designs or drawings originated by the buyer.

6. WARRANTY

The seller warrants that all materials or services delivered hereunder will conform to the design and specifications and to drawings, samples or other descriptions referred to in this order will conform strictly to the requirements of this order, and will be free from defects in material and workmanship.

Such warranties shall survive any inspections, delivery, acceptance, or payment by the buyer of the materials or services for a period of six months following date of shipment, unless otherwise specified herein.

7. COMPLIANCE WITH LAWS

Seller shall comply with all Federal, State and local laws, applicable to this order.

8. EQUAL OPPORTUNITY

Seller further agrees to comply with the provisions of all City, State, and Federal rules and regulations (including those of the Secretary of Labor) and Executive Orders applicable to this order regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap.

9. ASSIGNMENTS OF RIGHTS

Seller shall not delegate any duties nor assign any rights or claims under this contract or for breach thereof without the written consent of buyer and no such attempted delegation or assignment shall be binding on buyer. All claims for moneys due or to become due from the buyer shall be subject to deduction by buyer for any setoff or counterclaim arising out of this or any other buyer's transactions with seller whether such setoff or counterclaim arose before or after assignment by seller.

10. CHANGES

Buyer may at any time make changes in the delivery, drawings, quantities, designs and specifications but no change will be allowed unless authorized by the buyer in writing. Buyer may also make changes in the method of shipping or packing and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this order, an equitable adjustment shall be made, provided seller makes a written claim therefor within 15 days from the date of buyers written notifications.

11. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against seller, including any proceeding under the applicable Federal or State Bankruptcy law currently in effect, or in the event of the appointment, with or without seller's consent, of an assignee for the benefit of creditors or of a receiver, the buyer shall be entitled to elect to cancel any unfilled part of this order without any liability whatsoever.

12. TITLE TO SPECIFICATIONS

Buyer shall at all times have title to all drawing and specifications furnished by buyer to seller and intended for use in connection with this order. Seller shall not disclose such drawings and specifications to any person, firm or corporation other than buyer's or seller's employees, subcontractors, or Government inspectors. The seller shall, upon buyer's request, promptly return all drawings and specifications to the buyer.

13. OBJECTIVE QUALITY EVIDENCE

Seller agrees to maintain quality evidence for materials supplied hereunder in accordance with the requirements of all recognized standards pertaining to this order. Seller shall supply this evidence to buyer upon request.

14. LABOR DISPUTES

Seller agrees that whenever an actual or potential labor dispute delays or threatens to delay the timely performance of the order, seller will immediately give notice thereof to the buyer.

15. TITLE AND RISK OF LOSS

Title and risk of loss, shall pass to buyer at the destination point, as to goods that are accepted by buyer.

16. DEFECTIVE WORK

If any of the materials or services are defective in material or workmanship or otherwise not in conformity with the requirements of this order, buyer shall have the right to either reject them or to require their correction, and to return them at seller's risk and expense, including transportation both ways.

17. O.S.H.A.

Seller warrants that all materials or services delivered hereunder shall comply with all provisions of the Williams-Sterger Occupational Safety and Health Act of 1970 including any then current rules and regulations issued thereunder.

18. OVERSHIPMENT

Subject to inspection and acceptance, buyer will be liable for payment only for quantities ordered and delivered. Overshipments shall be held at seller's risk and expense for a reasonable time waiting shipping instructions. Shipping charges for returns shall be at seller's expense.

19. REMEDIES

The rights and remedies provided by buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

20. WAIVER

Waiver of a breach of any provision of this Purchase Order shall not constitute waiver of full compliance with such provision nor shall it be construed as a waiver of any other breach.

21. GOVERNING LAW

This Purchase Order shall be interpreted and governed in all respects according to the law of the Commonwealth of Virginia