

Board of Supervisors

Gary F. Snellings, Chairman
Laura A. Sellers, Vice Chairman
Meg Bohmke
Jack R. Cavalier
Paul V. Milde, III
Cord A. Sterling
Robert "Bob" Thomas, Jr.

Anthony J. Romanello, ICMA-CM
County Administrator

July 29, 2015

REQUEST FOR QUOTATIONS

RFQ #811151

Requests for Quotations (RFQ #811151) for the Purchase and Delivery of Pool Chemicals for the Stafford County Parks, Recreation and Community Facilities will be accepted until **1:00 P.M., Tuesday, August 11, 2015.**

Please be observant of all instructions and specifications. Should any questions arise concerning this Request, contact the Purchasing Office at (540) 658-8611.

Stafford County reserves the right to accept or reject, in whole or part, any and all responses and to waive informalities.



**PURCHASE AND DELIVERY OF POOL CHEMICALS FOR THE STAFFORD
COUNTY PARKS, RECREATION AND COMMUNITY FACILITIES**

REQUEST FOR QUOTATIONS

RFQ #811151

1. Mail, e-mail, fax, or deliver price quotes to Judy Sokolowski, Stafford County Parks, Recreation and Community Facilities, P.O. Box 339, 1300 Courthouse Road, Stafford Va. 22555-0339, e-mail to jsokolowski@staffordcountyva.gov, or fax: 504.658.8642.
2. Quotes must be received before 1:00 P.M., Tuesday, August 11, 2015.
3. Bid prices must be unit prices for F.O.B. inside delivery for each item.
4. Stafford County reserves the right to accept or reject, in whole or in part, any and all Quotes received and to waive informalities.
5. Responses are to be binding for sixty (60) calendar days following the receiving time.
6. Exceptions to the specifications or general instructions must be in writing and submitted with the response.
7. The County will not be responsible for any expense incurred in the preparation of the response.
8. It is the intention of the County to award this Contract period of one (1) year. The County shall be permitted, but not obligated, to renew this Contract for up to two (2) additional one (1) year periods. This Contract shall be deemed extended automatically for another year, unless either party elects not to extend and notifies the other in writing at least sixty (60) days in advance of the expiration of the initial term, or each annual extension thereafter, that the Contract will not be extended.

It should be noted that multiyear Contracts may be continued each fiscal year only after the funding appropriations have been granted by the Stafford County Board of Supervisors. In the event that the Stafford County Board of Supervisors does not grant the necessary funding appropriation, the affected multiyear Contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

**PURCHASE AND DELIVERY OF POOL CHEMICALS FOR THE STAFFORD
COUNTY PARKS, RECREATION AND COMMUNITY FACILITIES**

SPECIFICATIONS

RFQ #811151

1. The County of Stafford is interested in receiving quotes for pool chemicals on an “as-needed” basis.

2. Delivery

Vendor shall supply and deliver all required chemicals and have the capability to respond to next day emergency deliveries and/or have the product ready for pick-up. Vendor personnel (drivers, etc.) shall be trained and qualified to handle and deliver specified products to facilities (DOT Certified as HAZ-MAT Carrier).

Deliveries will be accepted between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday and from 8:00 a.m. to 6:00 p.m., Saturday and Sunday when the County is open for business.

3. The County reserves the right to add similar items/services or delete items/services specified during the Contract period.
4. The County reserves the right to add or delete locations as needed during the term of the Contract.

5. Pool Locations

The Contractor shall furnish pool chemicals for two (2) pool locations.

Curtis Park (Seasonal – Memorial Day to Labor Day)
58 Jesse Curtis Lane
Fredericksburg, VA 22406

Woodlands Pool (Year round)
2 Northampton Blvd
Stafford, VA 22554

6. The Owner reserves the right to award the Contract in aggregate, or by line item, whichever is in the best interest of the County. The Owner further reserves the right not to make an award for an individual item.

Description	Unit Price	Delivery Fee	Annual Usage	Comments
Hypochlorite Solution (per gallon liquid) Specified Product:			7500-8000	
Muriatic Acid (15 gallon drum) Specify Product:			15-20	
Muriatic Acid (1 gallon) Specify Product:			4-6	
Calcium Chloride flakes (50# bag) Specify Product:			130-150	
Sodium Bicarbonate (50# bag) Specify Product:			55-65	
Stabilizer (granular) Specify Product:			15-20	
Soda Ash (50# bag) Specify Product:			2-4	

CONTACT FOR TECHNICAL QUESTIONS

All questions concerning the services provided and work to be performed shall be addressed to:

Nikki Davis
Parks, Recreation and Community Facilities
PO Box 339
Stafford, VA 22555-0339
Office: 540-658-4861
ndavis@staffordcountyva.gov

DIRECTIONS FOR SUBMISSION

Responses may be **emailed, faxed, or mailed** and must be received no later than 1:00 P.M., Tuesday, August 11, 2015:

Judy Sokolowski
Parks, Recreation and Community Facilities
P.O. Box 339
1300 Courthouse Road
Stafford, VA 22555-0339
Telephone: 540.658.4872
FAX: 540.658.4856
E-mail: jsokolowski@staffordcountyva.gov

MISCELLANEOUS REQUIREMENTS

- A. The County shall not be responsible for any expenses incurred by a Vendor in preparing and submitting a response. All responses shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. The contents of the response submitted by the successful Offeror and these specifications shall become part of any Purchase Order awarded as a result of these specifications. Additional terms and provisions shall be included.
- C. The County reserves the right to reject any and all responses received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County.
- D. Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contractor its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the County.
- E. Responses shall provide that the Contractor holds the County and representatives thereof harmless from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, bylaw, ordinance, regulation, or decree.

QUANTITY

The quantities listed are an estimated annual usage only and nothing herein shall bind the County to purchase any specified amount of the product regardless of whether such total quantities are more or less than those shown. It is also further understood that the County shall not be obligated to purchase or pay for any product or pay for any product covered unless and until ordered and received by the County.

INSURANCE

The Contractor shall maintain insurance to protect the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by Contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under contracts and specifications pertaining to this project, Stafford County shall require any Vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverage's. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

The County, its officers and employees shall be named as an "Additional Insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

FAITH BASED

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

HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on

account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

SAFETY

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County 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.

NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

Stafford County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Office upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

Every Contract of over \$10,000 shall include the following provisions: 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 or 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, shall 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 to meet this requirement.

The Contractor 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.

DRUG FREE WORKPLACE

Every Contract of over \$10,000 shall include the following provisions:

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 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 purpose 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

EXEMPTION FROM TAXES

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford on request.

SUBSTITUTIONS

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator or his designee.

DEBARMENT

By submitting a Quote, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

OFFEROR DISCLOSURE

Each Offeror shall certify, upon signing a response, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the contract.

RIGHT TO NEGOTIATE

The County of Stafford reserves the right to waive informalities, and to reject any and all Responses. If the Response from the most responsible and responsive Offeror exceeds available funds, the County of Stafford reserves the right to negotiate with the apparent low Offeror to obtain a Contract price within available funds. Such negotiations shall be in accordance with Chapter 7, Code of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By accepting an award, the Offeror certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the

administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

W-9 FORM

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**PURCHASE AND DELIVERY OF POOL CHEMICALS FOR THE STAFFORD
COUNTY PARKS, RECREATION AND COMMUNITY FACILITIES**

RESPONSE SHEET

RFQ #811151

Company Name: _____

Address: _____

City: _____

State & Zip Code: _____

Name of Person(s) Submitting Proposal: _____

Title: _____

Printed: _____

E-mail: _____