



CITY OF SUFFOLK

PURCHASING DIVISION

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, T: (757) 514-7520; FAX (757) 514-7515

REQUEST FOR QUOTATION

TITLE: Above Ground Storage Tanks

RFQ NUMBER: RFQ #17046-CN

ACCEPTANCE DATE: 5:00 p.m. October 28, 2016

**MAIL OR DELIVER RESPONSE TO: Department of Finance
Purchasing Division, Room 2108
442 West Washington Street
Suffolk, Virginia 23434**

OR FAX RESPONSE TO: (757) 514-7515

OR E-MAIL RESPONSE TO: cnorfleet@suffolkva.us

Requests for information related to this Request for Quotation should be directed to:

Cindy L. Norfleet, CPPB
Senior Buyer
(757) 514-7522
Email address: cnorfleet@suffolkva.us

This document can be downloaded from our web site: <http://apps.suffolkva.us/bids/>

Issue Date: October 20, 2016

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your proposal to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

REQUEST FOR QUOTATION

Above Ground Storage Tanks

The purpose of this Request for Quotation is to obtain one contractor to remove two (2) existing above ground storage tanks and replace them with new storage tanks for the City of Suffolk's Department of Parks and Recreation at the following locations. Work shall be in accordance with all specifications and conditions herein. Work/price shall include any required permits and fees, and shall be performed in accordance with all state and local requirements, regulations, and procedures.

1) Parks and Recreation Office, 309 W. Washington St., Suffolk, Virginia 23434

- Replace the existing single wall tank with an approved 1000 gallon UL Listed – 142 double walled above ground storage tank, to include all fittings, vents, piping, connections, signage, and eight (8) 4" bollards required for hookup.
- Replace hand pump, hose, and nozzle with new equipment
- Reuse the current wireless transmitter
- Transfer remaining fuel from the old tank to the new tank.
- Dispose of old tank.

2) Lone Star Lakes, 401 King's Highway, Suffolk, Virginia 23434

- Replace the existing single wall tank with an approved 500 gallon UL Listed 142 double walled above ground storage tank, to include all fittings, vents, piping, connections, signage, and eight (8) 4" bollards required for hookup
- Replace hand pump, hose, and nozzle with new equipment
- Reuse the current wireless transmitter
- Transfer remaining fuel from the old tank to the new tank.
- Dispose of old tank.

CONTRACT TERMS AND CONDITIONS

1. License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance.

Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260 or e-mail comrev@suffolkva.us

2. Anti-Discrimination

By submitting their bids, 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 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 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

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, service disabled veterans 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 No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Ethics In Public Contracting (SEC 2.2-4367 ET. SEQ. CODE OF Virginia

By submitting a bid, the bidder certifies that their bid is made without collusion or 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.

4. Immigration Reform and Control Act Of 1986

By submitting a bid, bidders 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.

5. Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia 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.

6. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk 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 Suffolk under said contract.

7. Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, 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.

8. Exemption from Taxes

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 Suffolk.

9. Faith Based Organization

City of Suffolk does not discriminate against faith-based organizations.

10. Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment

11. Substitutions

NO substitutions or cancellations permitted after award without written approval by the Purchasing Agent.

12. Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

13. Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

14. Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in

accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

15. Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.

QUOTATION FORM

TO: City of Suffolk, VA
Purchasing Division
442 West Washington Street
Suffolk, VA 23430

BID: Above Ground Storage Tanks
DUE: **October 28, 2016**
TIME: 5:00 p.m., Local

Quote firm price, exclusive of all taxes, to furnish and deliver, F.O.B. destination two (2) above ground storage tanks in accordance with all specifications, terms, and conditions herein. Pricing shall include all equipment, materials, labor, supervision, disposal, and permits and fees required to complete the work.

<u>Qty</u>	<u>Description</u>	<u>Total</u>
1 EA	1000 gallon storage tank for 309 W. Washington St.	\$ _____
1 EA	500 gallon storage tank for 401 King's Highway	\$ _____
TOTAL:		\$ _____

BEST GUARANTEED DELIVERY _____

BIDDER:

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone _____ Fax No. _____

E-mail: _____

I certify by my signature below that I have received the documents associated with this bid/proposal and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment /materials/service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature _____ Date _____
(Person signing bid must show title or authority to bind the firm in a contract.)

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, 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 THE RESTRAINT OF FREE, COMPETITIVE BIDDING 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, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

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 SECTIONS I, II, AND III 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 OR 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 ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE 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 BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH 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.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS 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:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

Is your firm 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 your firm Woman Owned? Yes No Is your firm a Small Business? Yes No