# REQUEST FOR QUOTATION

TITLE: Fire Suppression System

ACCEPTANCE DATE: May 30, 2007

MAIL OR DELIVER RESPONSE TO: Department of Finance

Purchasing Division, Room 266

441 Market Street Suffolk, Virginia 23434

<u>OR</u> FAX RESPONSE TO: (757) 934-3695

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

Cindy L. Norfleet, CPPB Buyer II (757) 923-2152

Email address: cnorfleet@city.suffolk.va.us

This document can be donwnloaded from our web site: www.suffolk.va.us/bids/index.jsp

Issue Date: May 18, 2007

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

# **Fire Suppression System**

The City of Suffolk will accept quotations until Wednesday, May 30, 2007 from qualified bidders to provide all labor, materials, transportation, permits and fees for the purchase and installation of a clean agent fire extinguishing system (FM-200 or approved equal) for the City's Information Technology Department in accordance with all specifications, terms, and conditions herein. The system shall include the main computer/server room, storage rooms and their subfloors. The IT Department is located on the third floor of the Human Resources Building, 440 Market Street, Suffolk, Virginia.

The system shall be UL listed and approved and shall comply with the following:

- NFPA 2001 Standard for Clean Agent Fire Extinguishing Systems
- NFPA 72 National Fire Alarm Code
- NFPA 75 Standard for Protection of Information Technology Equipment

The system shall actuate automatically when two (2) smoke detectors go into alarm, or manually via a pull station located at the egresses. Accidental actuation can be delayed and potentially terminated by the Department/user via an abort switch at the egresses.

Materials shall include the necessary cylinders, brackets, piping, hangers, nozzles, smoke detectors, pull stations, abort stations, notification devices, and a conventional releasing/control panel.

Work shall include shop drawings, calculations, submittals, permits, as-built drawings, one-door fan for room integrity test, one functional (non-discharge) test, and as-built drawings.

To schedule an appointment to visit the job site, contact Barry Speares at (757) 923-2025.

Quotations are to be submitted upon the attached *QUOTATION FORM* and delivered to: City of Suffolk, 441 Market St., Suffolk, Va. 23434 (c/o Cindy Norfleet). *Quotations may also be faxed to (757) 934-3695.* 

The City reserves the right to reject any and all bids, to waive any technicalities in bids received, and to accept the bid which may best serve the interest of the City.

CITY OF SUFFOLK, VA

Cindy L. Norfleet, CPPB Buyer II

Phone: (757) 923-2152

CC: Barry Speares

# GENERAL TERMS AND CONDITIONS

## **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 11-51 of the Virginia Public Procurement Act. 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 11-35.1E).

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

#### NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **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 (5) 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.

#### ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 266 of the Finance/Purchasing Department and on the City's website at www.suffolk.va.us for a minimum of ten days.

## **INSURANCE**

Contractor shall purchase and maintain the following insurance coverage:

#### a. Workers Compensation

As statutorily required by the Commonwealth of Virginia. Employers Liability insurance coverage with limits of not less than \$1,000,000 aggregate, and \$500,000 per occurrence.

# b. <u>Commercial General Liability</u>

With limits of not less than \$1,000,000 aggregate, and \$500,000 per occurrence for bodily injury / death.

Products & Completed Operations coverage with limits of not less than \$500,000 aggregate, and \$250,000 per occurrence.

Property / Physical Damage coverage with limits not less than \$500,000 aggregate, and \$250,000 per occurrence.

#### c. Auto Liability insurance

With limits of not less than \$1,000,000 aggregate, and \$500,000 per occurrence.

### d. <u>An Umbrella policy / Excess insurance coverage encompassing:</u>

Workers Compensation Commercial General Liability Property Damage Auto Liability

- e. Should the Contractor lease his equipment, it shall be the Contractor's responsibility to obtain any necessary additional insurance, at Contractor's expense.
- f. A certificate evidencing the above insurance coverage shall be provided by the contractor to the City of Suffolk prior to the commencing work. The City of Suffolk shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Contractor's responsibility to keep the required insurance coverage's in full force, and without lapse, during the entire term of this agreement. Notices of cancellation or any changes to insurance shall be provided to the City of Suffolk thirty (30) days prior to the effective date of such change or cancellation.

#### **HOLD HARMLESS CLAUSE**

The Contractor shall, during the term of the contract, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

### **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.

#### DISQUALIFICATIONS OF BIDDER

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:

- X Evidence of collusion among bidders.
- X Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- X Default on any previous contract.
- X 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.
- X Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

# **PAYMENT SCHEDULE**

Payment for work completed under this contract shall be made in accordance with the City's normal payment schedule; items accepted and invoiced by 10<sup>th</sup> of month will be paid month end.

#### **BUSINESS LICENSE AND TAX**

The contractor and all subcontractors shall register with Suffolk's Commissioner of the Revenue and shall be responsible for payment of all applicable license taxes.

# **REJECTION OF BID**

The City reserves the right to waive any technical error in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any Bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the Bidder may be rejected; and any Bid accompanied by an insufficient or irregular bid security may be rejected.

# **QUOTATION FORM**

TO: City of Suffolk, VA **BID:** Fire Suppression Purchasing Division System 441 Market Street DUE: May 30, 2007 TIME: 5:00 p.m., Local Suffolk, VA 23434 Quote firm lump sum price, exclusive of all taxes, to furnish all materials, labor, transportation, permits and fees necessary to provide and install one clean-agent fire suppression system in the main computer/server room for the Department of Information Technology located on the third floor of the Human Resources, Building, 440 Market Street, Suffolk, Virginia, in accordance with all specifications, terms, and conditions herein. All prices, costs, and conditions shall remain firm and valid for award for a period of sixty (60) days from the date of bid opening. 1 EA Fire Suppression System \$\_\_\_\_\_ Manufacturer/Product\_\_\_\_\_ Manufacturer's Warranty\_\_\_\_\_ Contractor can begin work days after receipt of purchase order; job will be completed within \_\_\_\_\_days after start of work. Bidder has included Anticollusion Statement with bid. Yes/No (Circle one)

schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than 30 days from receipt of proper invoice will not be considered

(Suffolk's normal payment

Payment:Terms/Discounts

in award.)

Company Name
Address
Person Quoting Title
Telephone Fax No
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