



COUNTY OF DINWIDDIE, VIRGINIA
14016 BOYDTON PLANK RD
PO DRAWER 70
DINWIDDIE, VA 23841
<http://www.dinwiddieva.us>

REQUEST FOR QUOTATION

RFQ NAME: Fire Hose
RFQ NUMBER: 16-121516

ISSUE DATE: December 15, 2016

DUE DATE/TIME: December 22, 2016 at 3 p.m.

By Hand, Fax or Email, please quote ON THIS SHEET your best price as specified below. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary. The order will be placed as a whole.

Issued by: Hollie R. Casey

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Dinwiddie County seeks to purchase the following fire equipment. If quoting an equivalent product, please include specifications on product quoted.

1. 5" Hose (100' Sections) – Firequip Brand or equivalent. 100' Sections, 5" Rubber Covered Supply Line, Nitrile/PVC Through-the-Weave Construction, NFPA 1961 Compliant, minimum 225 psi service pressure. Color: Yellow. Coupling: Locking Storz. Must have minimum 10 year warranty against defects in materials and workmanship. "DINWIDDIE 2017" to be printed on hose in black lettering. **Hose shall have a manufacture date of 2017.**
2. 5" Hose (50' Sections) – Firequip Brand or equivalent. 50' Sections, 5" Rubber Covered Supply Line, Nitrile/PVC Through-the-Weave Construction, NFPA 1961 Compliant, minimum 225 psi service pressure. Color: Yellow. Coupling: Locking Storz. Must have minimum 10 year warranty against defects in materials and workmanship. "DINWIDDIE 2017" to be printed on hose in black lettering. **Hose shall have a manufacture date of 2017.**
3. 5" Hose (25' Sections) - Firequip Brand or equivalent. 25' Sections, 5" Rubber Covered Supply Line, Nitrile/PVC Through-the-Weave Construction, NFPA 1961 Compliant, minimum 225 psi service pressure. Color: Yellow. Coupling: Locking Storz. Must have minimum 10 year warranty against defects in materials and workmanship. "DINWIDDIE 2017" to be printed on hose in black lettering. **Hose shall have a manufacture date of 2017.**

Hose shall be shipped/delivered to McKenney Volunteer Fire Department, 10507 Doyle Blvd, McKenney, VA 23872 no later than March 1, 2017.

BID FORM

Item No.	Est. Qty.	Description	Unit Price	Total Price
1.	12	5" Hose, 100' Sections, Yellow Manufacturer: _____	\$ _____	\$ _____
2.	2	5" Hose, 50' Sections, Yellow Manufacturer: _____	\$ _____	\$ _____
3.	2	5" Hose, 25' Sections, Yellow Manufacturer: _____	\$ _____	\$ _____
GRAND TOTAL:				\$ _____

Submission Date: _____
Federal Tax ID#: _____
Name of firm: _____ Phone #: _____
By (signature): _____ Fax #: _____
Type/Print Name: _____ Address: _____
Email Address: _____

Virginia State Corporation Commission (SCC) registration information. The bidder:

- is a corporation or other business entity with the following SCC identification number: _____ **OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is 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 bidder 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 bidder's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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.

PART A GENERAL INFORMATION FOR BIDDERS

1. **Quote Form:** All quotations must be submitted on or in accordance with this form or company letterhead. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter thereto which will be made a part of the quotation. All quotations must be submitted and plainly marked using the RFQ number and date. Verbal quotations will not be accepted.
2. **Due Date:** Quotations and amendments thereto, or withdrawal of quotations submitted, if received by the County after the due date specified, may not be considered. It will be the responsibility of the Bidder to see that his/her quotation is in the Procurement Office by the specified due date.
3. **Prices:** Prices should be stated in units of quantity specified, with packing and delivery to destination included, less Federal, State and local taxes, as applicable.
4. **Delivery Date(s):** The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the RFQ.
5. **Samples:** Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. **Quotations:** All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the quotation. Quotations must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.
7. **Substitutions:** Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the County. If the Bidder does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified in the item description.
8. **Collusion:** Bidder declares that the quotation is not made in connection with any other Bidder submitting a quotation for the same commodity or commodities, and that the quotation is bona fide and is in all respects fair and without collusion or fraud.
9. **Award:** Award will be made to the lowest responsible and responsive Bidder. The quality of the commodities to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County reserves the right to award by item, groups of items or total; to reject any and all quotations in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the County will be served.

10. **Discounts:** Cash discounts may be offered by Bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by County and/or completion is accepted by County or from date correct invoice is received by County, whichever is the later date.
11. **Quote Acceptance:** Acceptance of a quotation by the County is not an order to ship or to begin work. Each quotation is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the County, which shall bind the Bidder on his part to furnish and deliver the items quoted on at the prices stated and in accordance with the conditions of said accepted quotation; and the County on its part to order from such Bidder, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items specified, ordered, and delivered.
12. **Equipment/Products:** Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
13. **Default:** In event of default by the Contractor/Vendor, the County reserves the right to procure the commodities and/or services from other sources, and hold the Contractor/Vendor liable for any excess cost incurred thereby. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at County's option, and payment therefore shall be made at a proper reduction in price.
14. **Copyrights/Patents, Etc.:** The Contractor/Vendor guarantees to save the County, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.
15. **Signatures:** All quotations must be signed by a responsible officer or employee, authorized by the Contractor/Vendor, and must include the firm's legal name. Obligations assumed by such signature must be fulfilled.
16. **Quote Verification:** Verify your quotations before submission as they cannot be withdrawn or corrected after the due date.
17. **Applicable Laws:** The contract/purchase order shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this contract/purchase order shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.
18. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound by this RFQ only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

19. **Assignment of Contract/Purchase Order:** A contract/purchase order shall not be assignable by the Contractor/Vendor in whole or in part without the written consent of the County.
20. **Clarification of Terms:** If any prospective Bidder has questions about any specifications or other solicitation documents, the prospective Bidder should contact the person issuing the RFQ whose name appears on the face of the solicitation no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the person issuing the RFQ.
21. **Testing and Inspection:** All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the County. The County's decision of approval or disapproval of a proposed product shall be final.
22. **Taxes:** Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a quotation.

PART B
GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it 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 Contractor is 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).

B. Anti-Discrimination Statement by Contractor

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, status as a service disabled veteran, 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 Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the

contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. 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 Contractor.

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.

F. Payment:

(1) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; 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 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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.
- d. 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 County 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 the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County 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 County, 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 County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 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 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 that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County'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 County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.