

AUGUSTA COUNTY SERVICE AUTHORITY

18 Government Center Lane
P. O. Box 859
Verona, Virginia 24482-0859



INVITATION TO BID No. 1731

Class 52 Ductile Iron Pipe for the Rt. 608/Augusta Farms Rd. W/L Project

ITB No. 1731

Issue Date: July 25, 2014

Sealed Bids are requested for the provision of Class 52 Ductile Iron Pipe for the Rt. 608/Augusta Farms Rd. W/L Project in Augusta County, Virginia consisting of the items on the Take-off Sheet attached as the last page of this solicitation. Delivery is to be FOB Destination to the water line project location.

Bids will be received by the Augusta County Service Authority (OWNERS), at the address noted on page 6, until **2:00 PM.** local Verizon time, on **Tuesday, August 12, 2014** and then publically opened.

ITB questions: Oscar Beasley, Purchasing Officer - 540-245-5680 – email: obeasley@co.augusta.va.us

Technical questions: Jesse Roach, P.E., Director of Construction & Field Operations – 540-490-2423 cellular or by email at: jroach@co.augusta.va.us

Terms: _____% _____days

Company: _____

Address: _____

City: _____

Phone No. (_____) _____

Official Signature: _____

Official's Printed Name: _____

Official's Title: _____

Official's Email Address: _____

Date: _____

*****THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL*****

INVITATION TO BID
INSTRUCTIONS

- All Bids must be submitted in accordance with the accompanying bid documents. If more space is required to furnish a description of the goods offered, unit prices, or performance terms, the bidder may attach a letter hereto which will be made a part of the bid.
- Bids received after the date and time specified for the opening will not be considered. It will be the responsibility of the bidder to see that their bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Local Verizon time will determine the time of day.
- The time of proposed delivery, after receipt of notice, must be stated in definite terms of hours or days. If time of performance for different products varies, the bidder shall so state.
- All Bids must include the company name and be signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled by the company.
- Successful bidder must be properly licensed to provide and deliver their product in the Commonwealth of Virginia.
- Specification documentation for the item(s) being bid must be included in the bid submission. Failure to provide such documentation will cause your bid to be rejected as non-responsive.
- Augusta County Service Authority is tax exempt in the Commonwealth of Virginia. Unit prices and total bid price, as well as any purchase order will be exempt from State sales or use taxes.
- ACSA reserves the right to award to the bidder who submits a bid for all items, with one Grand Total, in lieu of the lowest bidder, item-by-item.
- Any items submitted must meet ACSA's Design and Construction Standards found at <http://www.acsawater.com/Standards/standards.php>. In the event of a substitution or alternative product being submitted, such alternative or substitute item must be accompanied by supporting manufacturer's literature with sufficient specifications and descriptions that clearly demonstrate equal or better characteristics to the ACSA Standard and suitability for the intended purpose.
- All bid submittals must include a completed **IRS Form W-9: Request for Taxpayer Identification Number and Certification** for the entity submitting the bid unless it has been provided on a previous bid during this calendar year. The form can be obtained online at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

END OF SECTION

GENERAL TERMS AND CONDITIONS

1. **PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation, the special terms and conditions shall apply.
2. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Technical person whose name appears on the first page of the Invitation to Bid, no later than five (5) days before the opening date. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
3. **ADDENDA:** In the event there are any addenda, they will be posted to the OWNER's website at www.acsawater.com/RFP/RFP.php. It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date package.
4. **PAYMENT TERMS:** Payments will be made upon verification of delivery and receipt of materials. All pay requests and supporting documentations must be approved by OWNER and will be submitted for payment in accordance with each entity's payment policies. Approvals for payment under this procurement will be by the respective OWNER's designated technical representative as noted on Page 1 of this solicitation.
5. **QUALIFICATIONS OF BIDDERS:** OWNERS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to OWNER all such information and data for this purpose as may be requested. OWNER reserves the right to inspect Bidders physical facilities prior to award to satisfy questions regarding the Bidders capabilities. OWNER further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal.
8. **ANTI-DISCRIMINATION:** By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Bidder agrees as follows:

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 the state law relating to discrimination in employment, except when there is bona fide occupational qualification 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.

Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer.

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.

The Bidder will include the provisions of the foregoing paragraphs in this Section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9. MINORITY AND WOMEN-OWNED BUSINESSES: In accordance with Presidential Executive Orders #12138 & #11625 OWNER actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the Authority's mailing list, you may request application for inclusion on the list. Should you be interested, please contact the Authority at (540) 245-5670 and request information.

Disadvantaged business enterprises (DBE), as defined in 49 CFR 23 shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

10. 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 violation 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 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 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.

11. PUBLIC INSPECTION OF PROCUREMENT RECORDS: Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.

12. COSTS OF PROPOSAL PREPARATION: Any costs incurred by the Bidders in preparing or submitting proposals are the Bidders' responsibility. OWNER will not reimburse any Bidder for any costs incurred as a result of a response to this Invitation to Bid.

13. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for OWNER, including any electronic media, shall belong exclusively to OWNER and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to, or upon submission, of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary to the extent that such protected material is separately packaged and so identified in the Bid Submittal envelope.

14. CANCELLATION OF CONTRACT: Unless otherwise specified in the ITB, the OWNER may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Bidder. The Bidder shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Bidder's work under this contract.

15. INSURANCE COVERAGE:

15.1 Unless otherwise specified in the ITB, the Bidder shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory, including Employer's Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Bidder	\$500,000 Per Accident

15.2 The Bidder shall purchase and/or maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the OWNER for damage thereto.

15.3 The OWNER reserves the right to require insurance of any Bidder in greater amounts provided notice of such requirements is stated in the Solicitation.

16. OBLIGATION OF BIDDER: By submitting a proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

17. UNAUTHORIZED ALIENS: In accordance with Virginia Code § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law requires that the contractor does not, and shall not during the performance of any awarded contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. SEVERALABILITY: If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

SPECIAL TERMS AND CONDITIONS

A. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that OWNER shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that, if the bid from the lowest responsible bidder exceeds available funds, the Authority may negotiate with the apparent low bidder to obtain a contract price within available.

B. AWARD: The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of OWNER. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

- C. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- D. **DELIVERY AND STORAGE:** All deliveries are FOB construction site. It shall be the responsibility of the contractor to make all arrangements for delivery and unloading materials at the designated receiving area during the term of this contract. This includes delivery by vehicle capable of dispensing or unloading at the OWNERS designated location without additional equipment provided by OWNERS. Deliveries must be made during normal working hours (8:00 am - 4:00 pm, local time), Monday through Friday.
- E. **EXTRA CHARGES NOT ALLOWED:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered is *F.O.B. destination* and includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- F. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal should be returned in a separate, inner envelope or package, sealed and identified as follows:

ITB #1731		
Class 52 Ductile Iron Pipe for the Rt. 608/Augusta Farms Rd. W/L Project		
FROM: _____	August 12, 2014	2:00 PM
Name of Bidder	Due Date	Time Due

Street or Box Number		

City, State, Zip Code		
ATTN: <u>Oscar Beasley, Deputy Executive Director</u>		

The outer (or external delivery envelope) should be addressed as follows:

*If in person
or by courier,
UPS, FEDEX, etc.* – addressed to: ATTN: ITB#1731
Administration Offices
Augusta County Service Authority
18 Government Center Lane
Verona, VA 24482

or by USPS mail – addressed to: ATTN: ITB#1731
Augusta County Service Authority
PO Box 859
Verona, VA 24482-0859

If a bid/proposal not contained in the special inner envelope and is mailed without being further sealed in an outer (shipping/delivery) envelope, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location. No other correspondence, other than bid documents, should be placed in the inner envelope.

- G. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the Bidder, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- H. PRODUCT INFORMATION:** The Bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable OWNER to determine if the product offered meets the requirements of the solicitation and is in accordance with ACSA Design and Construction Standards. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- I. SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the Bidder’s performance of this contract shall be repaired to OWNER’s satisfaction at the contractor’s expense.
- J. MATERIAL DELIVERED:** Any material or equipment delivered must be standard, new and unused equipment or materials and the latest model, except as otherwise may be specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
- K. NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, OWNER reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the OWNER whenever such low bid exceeds OWNER’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 OWNER for this contract/project prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and other items required to be performed. The OWNER shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the OWNER wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by OWNER and the lowest responsive, responsible bidder(s).

END OF SECTION

**ACSA
ITB #1731**

Class 52 Ductile Iron Pipe and Fittings				
Quantity	Unit	Description	Unit Price	Extension
30	LF	24" Steel Casing 0.375" thick		
80	LF	24" Steel Casing 0.375" thick		
4	EA	Rubber Casing Seal Boots		
18	EA	8" Spiders for 24" Casing		
458	LF	8" Class 52 Slip Joint Pipe		
100	LF	8" Class 52 Mechanical Joint Pipe		
1	EA	8" MJ Gate Valve		
2	EA	6" MJ Gate Valve		
2	EA	8"x6" MJ Tee		
2	EA	3.5' Bury Depth Fire Hydrant		
1	EA	8" 90 Degree MJ Bend		
3	EA	8" 45 Degree MJ Bend		
1	EA	8" 22.5 Degree MJ Bend		
1	EA	8" 11.25 Degree MJ Bend		
1	EA	6"x6" Tapping Sleeve		
1	EA	6" Tapping Valve		
1	EA	6"x8" MJ Reducer		
1	EA	8" Plug		
1	EA	8" Long Sleeve		
4	EA	Valve Boxes		
15	EA	8" Field Loc Gasket		
9	EA	6" Mega Lugs		
27	EA	8" Mega Lugs		
Totals				

THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL