

# INVITATION FOR BIDS (IFB)



Issue Date: August 20, 2018

IFB# 2019001-MN-B

Title: Fire Hydrants

Issuing Agency: Albemarle ACSA Service Authority  
168 Spotnap Road  
Charlottesville, VA 22911

Period of Contract: N/A

Sealed Bids Will Be Received Until 3:00 p.m. E.S.T. on August 30, 2018 for furnishing the goods/services described herein then opened in public. **No telephoned, faxed, or emailed bids will be considered.**

All inquiries for information should be submitted in writing and be delivered to: [rbega@serviceauthority.org](mailto:rbega@serviceauthority.org)

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

IFB#:	2019001-MN-B
TITLE:	Fire Hydrants
PROPOSAL DUE:	August 30, 2018

**BIDS MUST BE SHIPPED/MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.**

PREBID CONFERENCE: N/A

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Good/Services At the Price(s) Indicated above.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) \_\_\_\_\_  
 Fax Number: (\_\_\_\_) \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Signature In Ink)  
 Name: \_\_\_\_\_  
 (Please Print)  
 Title: \_\_\_\_\_

**I have the authority to bind the corporation.**

Virginia Contractor License No. \_\_\_\_\_

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

SMALL, WOMAN, MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS:  YES;  NO  
IF YES ⇒  SMALL;  WOMAN;  MINORITY;  SERVICE DISABLED VETERAN-OWNED

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

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I. PURPOSE: The purpose of this Invitation for Bid (IFB) is to solicit sealed bids from qualified vendors to provide seventy-five (75) fire hydrants from our approved product list. (see .IV, specifications) In addition, provide ten (10) Mueller Super Centurion 250 fire hydrants.

II. COMPETITION INTENDED: It is the ACSA's intent that this Invitation to Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

III. DEFINITIONS: N/A

IV: SCOPE OF WORK AND SPECIFICATIONS: The vendors shall provide seventy-five (75) 1-4 1/2" NST thread steamer nozzle, 2-2 1/2" C&O or Charlottesville thread nozzle, 6" MJ connection, 3 1/2' bury, red in color, pentagon operating nut, counter clockwise open fire hydrants from our approved products which are Kennedy Guardian Model #K-81, Clow Medallion, M & H #129, Mueller Super Centurion 250, or American Darling B-84-B-5. Also, provide ten (10) additional Mueller Super Centurion 250 fire hydrants with the same specifications listed above.

V. PREBID CONFERENCE: N/A

VI. GENERAL TERMS AND CONDITIONS:

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the ACSA will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the ACSA has purchased or uses any of its products or services, and the contractor shall not include the ACSA in any client list in advertising and promotional materials, unless the contractor has been given written permission by a ACSA representative who is authorized to sign on behalf of the ACSA.

B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the ACSA webpage at [www.serviceauthority.org](http://www.serviceauthority.org).

C. NON-DISCRIMINATION: By submitting their proposals, offers certify to the ACSA 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 Virginias with Disabilities Act, the Americans with Disabilities Act and *Virginia Code* § 2.2-4311. 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 recipients 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. (*Virginia Code* § 2.2.4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:

1. 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 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.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
  3. 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 provision will be binding upon each subcontractor or vendor.
- D. NON-DISCRIMINATION 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, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the ACSA has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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.
- E. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The ACSA does not discriminate against faith-based organizations.
- F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the ACSA 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 ACSA under said contract.
- G. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws, provisions and any litigation with respect thereto shall be brought in the Circuit Courts of Albemarle County, Virginia. The ACSA and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Service Authority Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- H. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the ACSA.
- I. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the ACSA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- J. PROPOSAL/BIDS ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.
- K. PROPOSAL/BIDS ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.
- L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by

more than twenty percent (25%) or \$50,000, whichever is greater, of the amount of the contract without the advance approval of the ACSA Finance Director or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

2. The ACSA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the ACSA a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the ACSA's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the ACSA with all vouchers and records of expenses incurred and savings realized. The ACSA shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the ACSA within thirty (30) days from the date of receipt of the written order from the ACSA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the ACSA or with the performance of the contract generally.
- M. CLARIFICATION OF TERMS: The ACSA will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Finance Department and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this IFB MUST be submitted to the Finance Department no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any ACSA representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the ACSA's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the ACSA of any breach or suspected breach in the security of such information. Contractors shall allow the ACSA to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require

the ACSA to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the ACSA be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the ACSA's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the ACSA's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the ACSA.

- P. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The ACSA has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the ACSA's Finance Department. Contractual disputes shall also be subject to the provisions of *Virginia Code* §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).
- Q. **DEBARMENT STATUS:** By submitting their bids, offerors 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.
- R. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the ACSA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the ACSA may have.
- S. **DESIGNATED PERSONNEL:** The personnel designated in the management summary for key positions shall not be changed except with the permission of the ACSA. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the ACSA. The ACSA shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the ACSA's sole discretion.
- T. **DRUG-FREE WORKPLACE:** Pursuant to *Virginia Code* § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (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 paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.
- U. **ETHICS IN PUBLIC CONTRACTING:** Pursuant to *Virginia Code* § 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, 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.

- V. HEADINGS: Section, article and paragraph headings contained within this Invitation for Bids have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the ACSA, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Y. INCLEMENT WEATHER/CLOSURE OF ACSA OFFICES: If the ACSA is closed for business at the time scheduled for proposal opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Pursuant to Virginia law, the ACSA may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- AA. OSHA STANDARDS: All contractors and subcontractors performing services for the ACSA are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and ACSA 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.
- BB. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the ACSA to the Contractor belong to the ACSA, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the ACSA hereunder is specifically authorized in writing by the ACSA in advance. All documents or electronic media prepared by or on behalf of the Contractor for the ACSA are the sole property of the ACSA, free of any retention rights of the Contractor. The Contractor hereby grants to the ACSA an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.
- CC. PAYMENT:
1. To Prime Contractor:
    - a. The ACSA shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the ACSA shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the ACSA fails to make payment by the required payment date, the ACSA shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

- b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the ACSA with a federal employer identification number, prior to receiving any payment from the ACSA.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the ACSA contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which ACSA department is being billed.
- e. **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 ACSA 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 a ACSA department of its prompt payment obligations with respect to those charges which are not in dispute (*Virginia Code § 2.2-4363*).

2. To Subcontractors:

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

DD. PAYMENT TERMS: Bids must clearly state payment terms desired.

EE. PERMITS AND FEES: All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the ACSA, the County of Albemarle, or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

FF. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEPARTMENT STATUS, ANTITRUST, MANDATORY USE OF ACSA FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

GG. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with *Virginia Code §2.2-4342*, all proceedings, records, contracts and other public records relating to the ACSA's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or



corporation, in accordance with the *Virginia Code* §2.2-3700 et seq. Any offeror, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the ACSA decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of *Virginia Code* §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

- HH. **QUALIFICATIONS OF OFFERORS:** The ACSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the ACSA all such information and data for this purpose as may be requested. The ACSA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The ACSA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the ACSA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- II. **RIGHT TO ACCEPT OR REJECT OFFERORS:** The ACSA reserves the right to accept or reject any or all proposals in whole or in part, to waive formalities and to be the sole determiner of the responsiveness of proposals.
- JJ. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the ACSA to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the ACSA's procurement activities. Toward that end the ACSA encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**
- KK. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to the *Virginia Code* §2.2-4311.2 (B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- LL. **TAXES:** Include only taxes applicable to the project in this bid. The ACSA is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the ACSA's tax exempt status will be furnished by the ACSA upon request.
- MM. **TESTING AND INSPECTION:** The ACSA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- NN. **TRANSPORTATION AND PACKAGING:** All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their bid, all offerors certify and warrant that the price offered for FOB destination 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.
- OO. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the

general style, type, character, and quality of the article desired. Any article which the ACSA, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offerer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the ACSA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

PP. The terms and conditions set forth above within this Invitation for Bid shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

VII. SPECIAL TERMS AND CONDITIONS:

- A. AUDIT: Term contracts only.
- B. BID EVALUATION AND AWARD PROCEDURE: Award will be made to the lowest responsive/responsible bidder based on the total base bid reflected on the bid form, Attachment A.
- C. CANCELLATION OF CONTRACT: The ACSA may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- D. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of 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>.
- E. MSDS: A Material Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The MSDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

VIII. METHOD OF PAYMENT: The ACSA reserves the right to withhold payment of invoices until merchandise has been received and accepted and does not waive the right to deduct cash discount where applicable.

IX. ATTACHMENTS:

ATTACHMENT A	Bid Form
ATTACHMENT B	State Corporation Commission
ATTACHMENT C	Certification of No Collusion

**BID FORM**

Solicitation No. 2019001-MN-B

Albemarle County Service Authority  
 168 Spotnap Road  
 Charlottesville, VA 22911  
 (434) 977-4511  
 (434) 979-0698 FAX

Date: August 20, 2018  
 Due Date: 3:00pm, 08/31/18  
 Attn: Roland Bega

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
75	Fire Hydrants per specifications below. <ul style="list-style-type: none"> <li>• 1-4 ½" NST Thread Steamer Nozzle</li> <li>• 2-2 ½" C&amp;O or Charlottesville Thread Hose Nozzle</li> <li>• 6" MJ Connection</li> <li>• 3 ½' Bury</li> <li>• Red in Color</li> <li>• Pentagon Operating Nut</li> <li>• Counter Clockwise Open</li> </ul> <b>Approved Hydrants</b> Kennedy Guardian Model # K-81 Clow Medallion M & H # 129 Mueller: Super Centurion 250 American Darling: B-84-B-5		
10	Mueller Super Centurion 250		
	Bidder Name & Address:		
	_____		
	_____		
Point of Shipment	F.O.B.	Delivery Date	Terms
	Authorized Signature	Date	

**Quantities listed are for bidding purposes only. Actual quantities may be higher or lower than estimated quantities and may be none. Invoices shall be only for the quantities actually ordered and provided.**

**The ACSA reserves the right to award multiple contracts to multiple contractors or a single contract to a single contractor. The contractor(s) shall be awarded on a lump sum basis to the lowest responsive, responsible bidder(s) Whose Bid(s), whether combined or separately, provides the lowest total project cost to the Owner.**

## STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

### Virginia State Corporation Commission (SCC) registration information.

**Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.**

**The bidder:**

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
<input type="checkbox"/>	<p>is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of:</p> <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding;</li> <li>2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;</li> <li>3. <input type="checkbox"/> Maintaining bank accounts;</li> <li>4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;</li> <li>5. <input type="checkbox"/> Selling through independent contractors;</li> <li>6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;</li> <li>7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;</li> <li>8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts;</li> <li>9. <input type="checkbox"/> Owning, without more, real or personal property;</li> <li>10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature;</li> <li>11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films which are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or</li> <li>12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth.</li> </ol> <p><b>-OR-</b></p>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <b><u>an opinion of legal counsel</u></b> 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. <b>Attach opinion of legal counsel to this form.</b>

**ATTACHMENT C**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF VIRGINIA

Albemarle County Service Authority, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CODE OF VIRGINIA**

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)