

Albemarle County
Service Authority

Serving • Conserving

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 sources to provide water and wastewater materials, as outlined on the bid form, that are in compliance with the ACSA Approved Products List.
- II. **COMPETITION INTENDED:** It is the Albemarle County Service Authority's (A.C.S.A.'s) intent that this Invitation for 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 this 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.

IV. **SPECIFICATIONS:**

GENERAL

These specifications shall be construed as the minimum standards for the water and wastewater material outlined on the bid form. All materials shall be in compliance with the ACSA Approved Products List.

BID PRICE

The price bid shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

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 bid, no indication of such sales or services to the A.C.S.A. will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the A.C.S.A. has purchased or uses any of its products or services, and the contractor shall not include the A.C.S.A. in any client list in advertising and promotional materials, unless the contractor has been given written permission by a A.C.S.A. representative who is authorized to sign on behalf of the A.C.S.A.
- B. **ANNOUNCEMENT OF AWARD:** Public notice of the award of this bid, or the announcement of the decision to award this bid, shall be given in the following manner: posting of a written notice on the A.C.S.A. webpage at www.serviceauthority.org.
- C. **NON-DISCRIMINATION:** By submitting their proposals, offers certify to the A.C.S.A. 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:

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 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, shall state that it 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.

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 A.C.S.A. 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 A.C.S.A. does not discriminate against faith-based organizations.
- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the A.C.S.A. 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 A.C.S.A. 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 A.C.S.A. 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 A.C.S.A. 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 A.C.S.A.
- I. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the A.C.S.A. 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 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 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:

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 A.C.S.A. Executive 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 A.C.S.A. 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 A.C.S.A. 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 A.C.S.A.'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 A.C.S.A. with all vouchers and records of expenses incurred and savings realized. The A.C.S.A. 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 A.C.S.A. within thirty (30) days from the date of receipt of the written order from the A.C.S.A. 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 A.C.S.A. or with the performance of the contract generally.
- M. CLARIFICATION OF TERMS: The A.C.S.A. 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 Purchasing 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 Purchasing 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 A.C.S.A. representative, other than that outlined within this solicitation, concerning this IFB 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 A.C.S.A.'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 A.C.S.A. of any breach or suspected breach in the security of such information. Contractors shall allow the A.C.S.A. 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 A.C.S.A. 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 Bid. Under no circumstances shall the A.C.S.A. be required to agree to any contractual provision (i) that would materially conflict with any provision of this Invitation For Bid, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the A.C.S.A.'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 A.C.S.A.'s needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the A.C.S.A..
- 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 A.C.S.A. has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the A.C.S.A.'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 proposals, 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 A.C.S.A., 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 A.C.S.A. 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 A.C.S.A. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the A.C.S.A. The A.C.S.A. 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 A.C.S.A.'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 the Virginia Code § 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion or 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 Bid 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 Invitation For Bid.
- 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 under the Vendor Registration link.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the A.C.S.A., 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 A.C.S.A. OFFICES:** If the A.C.S.A. is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. **INDEMNIFICATION:** Contractor hereby assumes, and shall defend, indemnify and save the A.C.S.A. and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys' fees which the A.C.S.A. and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, A.C.S.A. officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder

Pursuant to Virginia law, the A.C.S.A., Virginia may not indemnify or hold harmless, 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 A.C.S.A. are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and A.C.S.A. 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 A.C.S.A. to the Contractor belong to the A.C.S.A., 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 A.C.S.A. hereunder is specifically authorized in writing by the A.C.S.A. in advance. All documents or electronic media prepared by or on behalf of the Contractor for the A.C.S.A. are the sole property of the A.C.S.A., free of any retention rights of the Contractor. The Contractor hereby grants to the A.C.S.A. 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:

The A.C.S.A. 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 A.C.S.A. shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the A.C.S.A. fails to make payment by the required payment date, the A.C.S.A. 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.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the A.C.S.A. with a federal employer identification number, prior to receiving any payment from the A.C.S.A.

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 A.C.S.A. contract number and/or purchase order number.

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 A.C.S.A. department is being billed.

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 A.C.S.A. 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 A.C.S.A. department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

To Subcontractors:

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 A.C.S.A. for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the A.C.S.A. and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- 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 A.C.S.A., except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed 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 A.C.S.A.
- DD. PAYMENT TERMS: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.
- 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 A.C.S.A. 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, NON-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF A.C.S.A. 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 A.C.S.A.'s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq). Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the A.C.S.A. decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal 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 proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.
- HH. QUALIFICATIONS OF OFFERORS: The A.C.S.A. 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 A.C.S.A. all such information and data for this purpose as may be requested. The A.C.S.A. reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The A.C.S.A. further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror fails to satisfy the A.C.S.A. 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 A.C.S.A. reserves the right to accept or reject any or all bids in whole or in part.
- JJ. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the A.C.S.A. 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 A.C.S.A.'s procurement activities. Toward that end, the A.C.S.A. 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 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 proposal. The A.C.S.A. is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the A.C.S.A.'s tax-exempt status will be furnished by the A.C.S.A. upon request.
- MM. TESTING AND INSPECTION: The A.C.S.A. 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 bids, 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 A.C.S.A., 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 offeror 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 A.C.S.A. 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 proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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. BID EVALUATION AND AWARD PROCEDURE: Award will be made to the lowest responsive and responsible bidder(s) based upon the pricing submitted on the Bid Form, Attachment A. The A.C.S.A. reserves the right to award the contract to a single bidder or to multiple bidders and to split orders among bidders on an item-by-item basis, as determined to be in the best interest of the Owner. Individual items may be awarded to the bidder offering the lowest responsive and responsible price for that item. The A.C.S.A. reserves the right to make partial awards, split orders, or award all items to a single bidder, regardless of the overall total bid amount.
- B. CANCELLATION OF CONTRACT: The A.C.S.A. may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty (30) 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.
- C. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.* **When Used: For use in solicitations for construction and for furnish and install equipment.**
- D. 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 A.C.S.A. 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 or goods or services, the A.C.S.A. shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the A.C.S.A. fails to make payment by the required payment date, the A.C.S.A. 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. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the A.C.S.A. with a federal employer identification number, prior to receiving any payment from the A.C.S.A..

IX. PRICING SCHEDULE: See ATTACHMENT A – BID FORM. Any bidders who enters \$0.00 on a pricing blank or leaves it blank shall be considered nonresponsive.

X. ATTACHMENTS:

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

BID FORM

IFB#: 2027001-MN-B

Project Title: **ACSA Water and Wastewater Material**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COMPUTED TOTAL
1	Complete 5-1/4" Hydrant, in accordance with the current A.C.S.A. Approved Products List	11	\$ _____	\$ _____
2	Manhole Cover – Standard, in accordance with the current A.C.S.A. Approved Products List	20	\$ _____	\$ _____
3	Manhole Ring – Standard, in accordance with the current A.C.S.A. Approved Products List	20	\$ _____	\$ _____
4	EJ M5260015154A Expandable Round Steel Adjustment Riser, 26" diameter, 1-1/2" seat thickness, 1-1/2" rise, black coated, or approved equivalent	50	\$ _____	\$ _____
5	EJ M2217513152R Expandable Round Steel Adjustment Riser, 21-3/4" diameter, 1-1/4" seat thickness, 1-1/2" rise, black coated, or approved equivalent	50	\$ _____	\$ _____
6	EJ M2235010152R Expandable Round Steel Adjustment Riser, 23-1/2" diameter, 1" seat thickness, 1-1/2" rise, black coated, or approved equivalent	50	\$ _____	\$ _____
7	EJ M2260015204A Expandable Round Steel Adjustment Riser, 26" diameter, 1-1/2" seat thickness, 2" rise, black coated, or approved equivalent	10	\$ _____	\$ _____
8	EJ M2217513202R Expandable Round Steel Adjustment Riser, 21-3/4" diameter, 1-1/4" seat thickness, 2" rise, black coated, or approved equivalent	10	\$ _____	\$ _____
9	EJ M2235010202R Expandable Round Steel Adjustment Riser, 23-1/2" diameter, 1" seat thickness, 2" rise, black coated, or approved equivalent	10	\$ _____	\$ _____

10	(A60-100830) 1" meter setters, Double lock wing ball valve, 10" tall 1" dual purpose inlet and outlet	10	\$ _____	\$ _____
11	(A60-100820) 3/4"x5/8" meter setters, Double lock wing ball valve, 9" tall, 1" dual purpose in and out	100	\$ _____	\$ _____
12	(A60-100820) 3/4"x5/8" meter setters, Double lock wing ball valve, 9" tall, 3/4" dual purpose in and out	100	\$ _____	\$ _____
13	(A10-100347) 2" Brass Swivel Nut 1/8 Bnd CCTXQCTS	1	\$ _____	\$ _____
14	(A90-130410) Extension Brooks 2200 6 In	50	\$ _____	\$ _____
15	(A90-130400) Box Meter Brooks 2200 Round 18 In	50	\$ _____	\$ _____
16	Plastic Lids DFW2200E-1MQT 63D-LID	400	\$ _____	\$ _____
17	(A40-110200) 4X1-1/2" Service Saddle SS Strap Epoxy Coated	2	\$ _____	\$ _____
18	(A10-100470) 1-1/2" Corp Stop Swivel Nut CCTXFlare	2	\$ _____	\$ _____
19	(A10-100240) 1-1/2" Brass Swivel Nut Quarter Bend CCTXQCTS	2	\$ _____	\$ _____
20	(A10-100260) 2" Brass Swivel Nut Quarter Bend CCTXQCTS	2	\$ _____	\$ _____

21	(A50-130200) 8" class 52 push on bell ductile iron water pipe, zinc coating with gripper gaskets. ONLY 20' SECTIONS WILL BE EXCEPTED	108	\$ _____	\$ _____
22	(A50-130190) 6" class 52 push on bell ductile iron water pipe, zinc coating with gripper gaskets. ONLY 20' SECTIONS WILL BE EXCEPTED	33	\$ _____	\$ _____
23	(A50-130180) 4" class 52 push on bell ductile iron water pipe, zinc coating with gripper gaskets. ONLY 20' SECTIONS WILL BE EXCEPTED	8	\$ _____	\$ _____
24	(A80-120415) 8"x8"x6" MJ zinc coated DI tee	4	\$ _____	\$ _____
25	(A80-120390) 6"x6"x6" MJ zinc coated DI tee	1	\$ _____	\$ _____
26	(A80-120410) 8"x8"x8" MJ zinc coated DI tee	1	\$ _____	\$ _____
27	(A80-120240) 4 In DI MJ 90 Bend Zinc Coated	1	\$ _____	\$ _____
28	(A80-120470) 8"x6" MJ zinc coated DI reducer	1	\$ _____	\$ _____
29	(A80-120450) 6"x4" MJ zinc coated DI reducer	1	\$ _____	\$ _____
30	(A90-110990) 6" MJ gate valve, ductile iron body, epoxy coated, non-rising stem, "O" ring seals, 2" square wrench nut, opening counterclockwise	7	\$ _____	\$ _____
31	(A90-120010) 8" MJ gate valve, ductile iron body, epoxy coated, non-rising stem, "O" ring seals, 2" square wrench nut, opening counterclockwise	4	\$ _____	\$ _____

32	(A90-120040) 4" MJ gate valve, ductile iron body, epoxy coated, non-rising stem, "O" ring seals, 2" square wrench nut, opening counterclockwise	1	\$ _____	\$ _____
33	(A80-120600) MJ zinc coated 4" plug with 2" tap	1	\$ _____	\$ _____

Computed Total Bid:	\$ _____
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¹ 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 A.C.S.A. reserves the right to award multiple contracts to multiple contractors or a single contract to a single contractor. The contract(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.

DATE _____

OFFEROR / COMPANY _____

BY _____

TITLE _____

SIGNATURE _____

ATTACHMENT B

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:

☐	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
☐	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
☐	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: 1. ☐ Maintaining, defending, or settling any proceeding; 2. ☐ Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. ☐ Maintaining bank accounts; 4. ☐ 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; 5. ☐ Selling through independent contractors; 6. ☐ 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; 7. ☐ Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. ☐ Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; 9. ☐ Owning, without more, real or personal property; 10. ☐ 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; 11. ☐ 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 12. ☐ 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. -OR-
☐	is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> 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. Attach opinion of legal counsel to this form.

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)

INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a bid under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. 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 ACSA 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. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The ACSA and its officers, employees agents and volunteers must be named as additional insureds and be so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence. Coverage is to include hired, owned, non-owned, temporary and leased vehicles.
 - e. Umbrella or Excess Liability Coverage may be used to achieve higher liability limits. See below.
 - f. Professional (E&O) Liability Insurance: \$1,000,000 per claim/\$2,000,000 aggregate.

All insurance coverage:

- 1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the ACSA;
- 2. shall be kept in force throughout performance of services;
- 3. shall be an occurrence based policy;
- 4. shall include completed operations coverage;
- 5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
- 6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the ACSA as an additional insured. The ACSA shall be entitled to protection up to the full limits of the offeror's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the ACSA certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the ACSA; and (iii) the Offeror shall deliver to the ACSA endorsements to the policies which require the ACSA and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and Umbrella or Excess Liability Coverage as detailed below. Such endorsements must be approved by the ACSA, and (iv) upon the request of the ACSA, provide any other documentation satisfactory to the ACSA in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the

Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The ACSA shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the ACSA for any liability to the ACSA, as specified in any other provision of this contract, and the ACSA shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the ACSA of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the ACSA's sovereign immunity under law.

Right to Revise or Reject: The ACSA reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the ACSA reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property and contents damage for (100%) of the replacement cost, underground, explosion and collapse hazard, and personal/advertising injury, (ii) includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles, (iii) fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, water, windstorm, falsework, testing and startup, temporary buildings, contents, debris removal, and which provides coverage for one hundred percent (100%) of the replacement cost of the loss experienced and the Offeror's scope of the Work, and (iv) has per-occurrence limits of not less than One Million Dollars (\$1,000,000). This insurance shall name the ACSA and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the ACSA as an additional insured. The ACSA shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the ACSA. Upon execution of this Agreement, Offeror shall provide the ACSA with a certificate of insurance, or other written documentation satisfactory to the ACSA in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the ACSA. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the ACSA to terminate this Agreement without notice to Offeror and without penalty to the ACSA.