



REQUEST FOR SEALED BIDS
Ductile Iron Pipe & Fittings

ITB No. 2504

Issue Date: November 13, 2024

Sealed bids subject to the conditions and instructions attached hereto, will be received at the above office until, but not later than **2:00 o'clock p.m. local Verizon time** December 12, 2024, then publicly opened, for furnishing the itemized ductile iron pipe and fittings, delivery/transportation to be F.O.B., to the property between 121 and 79 Deep Meadow Lane, Fishersville, VA 22939 for Augusta County Service Authority, dba Augusta Water (OWNER).

ITB Questions: Kristen Desper, Purchasing Officer
Phone: 540-245-5685
Email: kdesper@augustawater.com

Technical Questions: Jesse Roach, Director of Field Operations
Phone: 540-490-2423
Email: jroach@augustawater.com

- Notes: 1. **EMAIL** or **FAX** Bids will **NOT** be accepted.
2. Bids are to include delivery, F.O.B. delivery site in Augusta County.

Terms: _____ % _____ days

Company: _____

Address: _____

City: _____

Phone No: _____

Official Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email Address: _____

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

INSTRUCTIONS

- All Bids must be submitted in accordance with the General and Special Conditions. If more space is required to furnish a description of the goods offered, unit prices, or performance terms, the Bidder may attach a letter hereto which will be made a part of the bid.

- Bids may be submitted by one of the following methods:

In person – to receptionist: ATTN: ITB #2504
or by courier, Kristen Desper
UPS, FEDEX, etc. Augusta Water
 18 Government Center Lane
 Verona, VA 24482

or by USPS mail – addressed to: ATTN: ITB #2504
 Kristen Desper
 Augusta Water
 PO Box 859
 Verona, VA 24482-0859

- Bids received after the date and time specified for the opening will not be considered. It will be the responsibility of the bidder to see their bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Local Verizon time will determine the time of day.
- Prices must be stated in units (each) in addition to the total price.
- The terms for payment shall be stated in days and reflect any percentage discount for early payment.
- All Bids must include the company name and be signed by a responsible officer or employee. Obligations assumed by such signatory must be fulfilled.
- Successful Bidder(s) must be properly licensed to provide and deliver their product in the Commonwealth of Virginia.
- The Bidder shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- The Bidder shall assure all tradesmen who perform work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by the Code of Virginia and applicable regulations.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The terms “Bid” and “Proposal” shall be deemed equivalent. The term “Bidder” shall include proposers responding to a Request for Proposals (RFP).
2. **PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation, the special terms and conditions shall apply.
3. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Technical person whose name appears on the first page of the Invitation to Bid. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
4. **ADDENDA:** In the event there are any addenda, they will be posted to the OWNER’s website at www.augustawater.com/bids. It is the Bidder’s responsibility to check the website prior to the submittal deadline to ensure the Bidder has a complete, up-to-date package.
5. **PAYMENT TERMS:** Payments will be made upon verification of delivery and receipt of materials. All pay requests and supporting documentation must be approved by OWNER and will be submitted for payment in accordance with OWNER’s payment policies. Approvals for payment under this procurement will be by the OWNER’s designated technical representative, or their designee, as noted on Page 1 of this solicitation.
6. **QUALIFICATIONS OF BIDDERS:** OWNER may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to OWNER all such information and data for this purpose as may be requested. OWNER reserves the right to inspect Bidder’s physical facilities prior to award to satisfy questions regarding the Bidder’s capabilities. OWNER further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
8. **INDEPENDENT CONTRACTORS:** The parties hereto are independent contractors and are not agents, partners, or joint ventures. Neither party shall have the ability to bind the other to any contract with a third party and neither party shall hold itself out to any third party as having the right to bind the other party to any contract.
9. **ANTITRUST:** By entering into a contract, Contractor conveys, sells, assigns, and transfers to Owner all rights, title and interest in and to all causes of action you 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 Owner under this contract.
10. **SCC REGISTRATION:** Pursuant to Virginia Code § 2.2-4311.2, the Contractor must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.
11. **ESCROW:** In accordance with Virginia Code §2.2-4334, for bids of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, the Bid Form will include a space for the bidder to indicate an option to use the escrow account procedure in order to have retained funds paid to an escrow agent.
12. **SUBROGATION:** Any and all waivers of subrogation by Owner contained in the Contract Documents, including without limitation the General Conditions, are hereby deleted. Any and all binding arbitration provisions contained in the Contract Documents are hereby deleted.

13. GOVERNING LAW: This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation between the parties arising under this Contract shall be brought in a court of competent jurisdiction in Augusta County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, codes, rules and regulations.

14. ANTI-DISCRIMINATION: By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Bidder agrees as follows:

The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

15. NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION: In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the OWNER will not discriminate against faith-based organizations. The bidder also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.

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

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

17. DRUG-FREE WORKPLACE: During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Bidder in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

18. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal.

19. **DEBARMENT:** By submitting a proposal the Bidder certifies neither it (nor he or she) nor any person or firm which has an interest in the Bidder's firm is disbarred or suspended from bidding or working on a state or federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a state or federally funded project.
20. **PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.
21. **COSTS OF PROPOSAL PREPARATION:** Any costs incurred by the Bidders in preparing or submitting proposals are the Bidders' responsibility. OWNER will not reimburse any Bidder for any costs incurred as a result of a response to this Invitation to Bid.
22. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for OWNER, including any electronic media, shall belong exclusively to OWNER and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to, or upon submission of, the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary to the extent that such protected material is separately packaged and so identified in the Bid Submittal envelope.
23. **CANCELLATION OF CONTRACT:** Unless otherwise specified in the RFP/ITB, the OWNER may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Bidder. The Bidder shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Bidder's work under this contract.
24. **OBLIGATION OF BIDDER:** By submitting a proposal, the Bidder covenants and agrees he has satisfied himself, from his own investigation of the conditions to be met, he fully understands his obligation and he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
25. **UNAUTHORIZED ALIENS:** In accordance with Virginia Code § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law requires that the Bidder does not, and shall not during the performance of any awarded contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
26. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that OWNER shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that, if the bid from the lowest responsible bidder exceeds available funds, the OWNER may negotiate with the apparent low bidder to obtain a contract price within available funds in accordance with General Condition Section "NEGOTIATION WITH THE LOWEST BIDDER."
27. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, OWNER reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the OWNER whenever such low bid exceeds OWNER'S available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by OWNER for this contract prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and other items required to be performed. The OWNER shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the OWNER wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by OWNER and the lowest responsive, responsible bidder(s).

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

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory, including Employer’s Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverage.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Bidder	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

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

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

Once the contract is awarded, the Contractor shall supply a Certificate of Insurance stating the above coverage limits at a minimum and shall list the OWNER as an additional insured party.

SPECIAL TERMS AND CONDITIONS

- A. AWARD:** The OWNER reserves the right to reject any or all bids, to waive informalities in any bid, to purchase any whole or part of the items listed in the bid, and the right to award to the bidder who submits a bid for all items, with one Grand Total, in lieu of the lowest bidder, item-by-item.
- B. AWARD CRITERIA:** The contract will be awarded to the lowest responsive and responsible bidder. Only products on the OWNER approved products list will be considered responsive. The approved products list can be found on the OWNER'S website at <https://www.augustawater.com/standards>.
- C. BID BOND:** Each bid in excess of \$500,000 shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to Augusta Water. The sureties of all bonds shall be from a surety company or companies as are approved by Augusta Water and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding it shall guarantee the Bidder will not withdraw such bid during the period of 60 days following the opening of bids and if such bid is accepted, the bidder will accept and perform under the terms of the Invitation to Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.
- D. PERFORMANCE & PAYMENT BONDS:** Each bid in excess of \$500,000 the Bidder agrees upon written notice of an award of the contract, they shall execute the contract in the form stipulated in accordance with this bid, and shall provide a Performance Bond and Payment Bond with good and sufficient surety or sureties, as required by the contract documents, at the time the contract is executed.
- E. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- F. BID PRICES:** Bids shall be in the form of a firm unit price for each item. Pricing changes at the time of delivery/shipment shall not be honored.
- G. DELIVERY AND STORAGE:** It shall be the responsibility of the bidder to make all arrangements for delivery and unloading of materials at the designated receiving area during the term of this contract. Deliveries must be made during normal working hours (8:00 am - 4:00 pm, local time), Monday through Friday.
- H. EXTRA CHARGES NOT ALLOWED:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for *F.O.B. 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.

(Continued on next page)

I. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: The signed bid/proposal should be returned in a separate envelope or package, sealed, and identified as follows:

<u>ITB No. 2504</u>		
<u>Ductile Iron Pipe & Fittings</u>		
From: _____ Name of Bidder	<u>December 12, 2024</u> Due Date	<u>2:00 PM</u> Time Due
_____ Street or Box Number		
_____ City, State, Zip Code		
<u>ATTN: Kristen Desper, Purchasing Officer</u>		

The outer (or delivery) envelope should be addressed as directed on the instruction section of the solicitation.

If a bid/proposal is not contained in an outer (or delivery) envelope, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence, other than bid documents, should be placed in the inner envelope.

J. PRODUCT INFORMATION: The Bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable OWNER to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

K. SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the Bidder’s performance of this contract shall be repaired to OWNER’s satisfaction at the bidder’s expense.

L. ESTIMATED QUANTITIES: The quantities shown below are estimates only and are not to be construed as a commitment by the OWNER to purchase these amounts. The OWNER reserves the right to increase or decrease quantities depending on need. Price quoted shall remain effective regardless of quantity ordered.

M. SCHEDULE OF EVENTS

Email ITB to Vendors	November 13, 2024
Post on eVA Bulletin Board	
Post on Augusta Water Website	
Pre-submittal questions due by 2:00 PM EST	November 27, 2024
Respond to pre-submittal questions	December 4, 2024
Bids due by 2:00 PM EST	December 12, 2024

ATTACHMENT A

BID SHEET

Ductile Iron Class 52 Pipe and Class 350 Fittings

DI = Ductile Iron, MJ = Mechanical Joint, OL = Open Left, AW = Augusta Water

Quantity	Unit	Description	Unit Price	Extension
380	LF	16" Class 52 DI Slip Joint Pipe		
1,770	LF	8" Class 52 DI Slip Joint Pipe		
7,910	LF	6" Class 52 DI Slip Joint Pipe		
600	LF	2" Municipex		
5	EA	5.25" Fire Hydrants 3.5 Bury Depth		
6	EA	Air Release Valves in accordance with AW standards		
3	EA	Blow Off in accordance with AW standards		
3	EA	8" DI MJ Gate Valve - OL		
8	EA	6" DI MJ Gate Valve - OL		
4	EA	2" DI MJ Gate Valve - OL		
420	EA	16" Steel Casing: 1/2" wall thickness (20' lengths)		
380	EA	36" Steel Casing: 1/2" wall thickness (20' lengths)		
2	EA	6" to 16" End Wall Casing Seal with accessories		
2	EA	16" to 36" End Wall Casing Seal with accessories		
71	EA	6" to 16" Stainless Steel Spider		
65	EA	16" to 36" Stainless Steel Spider		
2	EA	12"x16" DI MJ Reducer		
2	EA	12"x6" Tapping Sleeve		
2	EA	6" Tapping Valve		
11	EA	6" DI MJ 11 1/4 Bend		
6	EA	6" DI MJ 22 1/2 Bend		
27	EA	6" DI MJ 45 Bend		
4	EA	6" DI MJ Tee		
1	EA	6" DI MJ Cap		
6	EA	6"x2" DI MJ tapped out Cap		
1	EA	12"x8" Tapping Sleeve		
1	EA	8" Tapping Valve		
2	EA	8" DI MJ 11 1/4 Bend		
3	EA	8" DI MJ 22 1/2 Bend		
10	EA	8" DI MJ 45 Bend		
20	EA	16" Restraint Gasket - for DI push joint pipe		
16	EA	8" Restraint Gasket - for DI push joint pipe		
50	EA	6" Restraint Gasket - for DI push joint pipe		
130	EA	6" DI MJ Mega Lugs		
37	EA	8" DI MJ Mega Lugs		
2	EA	12" DI MJ Mega Lugs		
2	EA	16" DI MJ Mega Lugs		
17	EA	Slip Style Valve Box 24"-36"		
Grand Total				\$

(Continued on next page)

If the bid is \$200,000.00 or more, I/We elect to utilize the escrow account procedure described in Item 11 of the General Terms and Conditions if determined to be the low bidder.

_____ Write "Yes" or "No"

** Quantities listed are approximate and are assumed solely for the comparison of bids. Compensation will be based upon the unit price and actual quantities. **

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

ATTACHMENT B
QUALIFICATIONS & REFERENCES

The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. To that end, please provide the following information:

1. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of construction service.

_____ years _____ months.

2. REFERENCES: Indicate below, at a minimum, three (3) recent references for whom you have provided this type of construction service. Include the date service was furnished and the name and address of the person the OWNER has your permission to contact.

Date Service Provided	Client and Address	Contact Person and Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. BONDING INFORMATION

Bonding Company: _____
 Address: _____

Bonding Agent: _____
 Address: _____

Contact Name: _____
 Phone: _____

Aggregate Bonding Capacity: _____
 Available Bonding Capacity as of date of this submittal: _____

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ATTACHMENT C

AFFIDAVIT OF NON-COLLUSION

TO THE AUGUSTA WATER:

The undersigned hereby declares that he (it) is the only person (firm) with an interest in this bid being submitted; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Augusta Water is directly or indirectly interested in this bid or any portion of the profit thereof.

The undersigned also declares that they have carefully examined the Invitation to Bid specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid.

Signature: _____

Title: _____

Date: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Telephone: _____

Facsimile: _____

Email Address: _____

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