

AUGUSTA COUNTY SERVICE AUTHORITY

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



REQUEST FOR SEALED BIDS HVAC Systems for Field Operations Offices

ITB No. 2305

Issue Date: February 24, 2023

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, April 6, 2023**, then publicly opened, for the installation of the HVAC systems in the building shell located at 846 Laurel Hill Road, Verona VA, shown on the plans by Blueline dated June 10th, 2022.

Technical Questions: Jesse Roach, Director of Field Operations
Phone: 540-490-2423
Email: jroach@co.augusta.va.us

- Notes: 1. **EMAIL** or **FAX** Bids will **NOT** be accepted.
2. No pre-bid meeting is currently scheduled. Any requests for site visits should be directed to the technical contact above.
-

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

GENERAL TERMS AND CONDITIONS

- 1. PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation, the special terms and conditions shall apply.
- 2. CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Technical person whose name appears on the first page of the Invitation to Bid. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
- 3. ADDENDA:** In the event there are any addenda, they will be posted to the OWNER's website at www.acsawater.com/bids and at eva.virginia.gov. It is the Bidder's responsibility to check these sources prior to the submittal deadline to ensure the Bidder has a complete, up-to-date package.
- 4. PAYMENT TERMS:** Payments will be made upon verification of delivery and receipt of materials. All pay requests and supporting 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.
- 5. 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.
- 6. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
- 7. 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.

- 8. 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.
- 9. MINORITY AND WOMEN-OWNED BUSINESSES:** In accordance with Presidential Executive Orders #12138 & #11625 OWNER actively solicits both minority and women-owned businesses to respond to all Invitations 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.

- 10. 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.

- 11. 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.
- 12. 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.
- 13. PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.
- 14. 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.
- 15. 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.

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

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

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory, including Employer's Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverage.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$500,000 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	\$500,000 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.

18. 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.

19. 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.

SPECIAL TERMS AND CONDITIONS

- A. AWARD:** OWNER reserves the right to reject any or all bids and to waive informalities in any bid. Award will be made to the lowest responsive and responsible Bidder.
- B. 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 Terms and Conditions, Item J, below.
- 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 ACSA. The sureties of all bonds shall be from a surety company or companies as are approved by ACSA and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw such bid during the period of 45 days following the opening of bids; that 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. 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.
- E. PERFORMANCE & PAYMENT BONDS:** Each bid in excess of \$500,000, the Bidder agrees that upon written notice of an award of the contract, that 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.
- F. SPECIFICATION DOCUMENTATION:** (Safety Data Sheets), for the item being bid must be included in the bid submission. Failure to provide such documentation will cause your bid to be rejected as non-responsive.
- G. 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.
- H. EXTRA CHARGES NOT ALLOWED:** By submitting their (bids/proposals), all Bidders 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.

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. 2305</u>		
HVAC Systems for Field Operations Offices		
From: _____ Name of Bidder	<u>April 06, 2023</u> Due Date	<u>2:00 PM</u> Time Due
_____ Street or Box Number		
_____ City, State, Zip Code		
ATTN: <u>Deborah Hensley, Purchasing Officer</u>		

The outer (or delivery) envelope should be addressed as directed on Page 2, second bullet 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. 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).

SCHEDULE OF EVENTS

Email ITB to Vendors Post on eVA Bulletin Board Post on ACSA Website	February 24, 2023
Pre-submittal questions due by 2:00 PM EST	March 9th, 2023
Respond to pre-submittal questions	March 23rd, 2023
Bids due by 2:00 PM EST	April 6th, 2023

ATTACHMENT A

SCOPE OF WORK

- 1.** Furnish all labor, materials, equipment, permits, and supervision necessary for the installation of the HVAC systems for the offices in the new building located at 846 Laurel Hill Road, Verona VA, as shown in the plans by BlueLine and MEI Engineering, INC, dated June 10, 2022.
- 2.** Exhaust fans, Unit Heaters, and associated equipment located in the Warehouse, F&M Shops, Garage, and Wash Bay are **excluded**. The HVAC system and Exhaust Fans in the Garage office, Parts Storage, and Bathroom are **included** in the scope of work.
- 3.** Conduits for the electrical and 3" conduit for the line sets will be installed under slab and through the foundation. Augusta County Service Authority will be the electrical contractor and will be providing power as necessary.
- 4.** The Building Shell is expected to be completed by the end of August 2023. The rough-in phase is anticipated to be from September 2023 to December 2023. The trim-out phase will be expected to be completed by April of 2024.
- 5.** Alternate designs will be negotiated with low bidder if bidder can demonstrate a cost savings while maintaining design efficiency standards.

ATTACHMENT B

BID TALLY SHEET

Description:	Unit:	Total Cost:
HVAC Systems for Offices	Lump Sum	

Total Project Cost: \$ _____

****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 D

SUBMITTAL SUMMARY

(TO BE PROVIDED BY LOW BIDDER WITHIN 10 DAYS OF BID DATE: 5/4/24)

- **All submittals will in accordance with sheet M-001 of the plans by Blueline and MEI Engineering, Inc.**