



CITY OF FRANKLIN, VIRGINIA

INVITATION FOR BIDS

FOR

CURED-IN-PLACE SERVICES

IFB# 2014-04

Issue Date:	April 25, 2014
Due Date and Time:	May 7, 2014 at 2:00 p.m. local time
Send Proposals To:	City of Franklin, Virginia
	Department of Finance
	Attn: Melissa D. Rollins
	207 W. Second Ave.
	P. O. Box 179
	Franklin, Virginia 23851
Technical Inquiries:	Russell L. Pace, Director of Public Works
	(757) 562-8564
Pre Bid Conference:	NONE

All proposals must be addressed to the Issuing Department listed above. Any proposals turned in after the date and time listed will be rejected and returned unopened. Proposals sent via facsimile or email will not be considered.

1.0 PURPOSE:

It is the express intent of this formal Invitation for Bid (IFB) to acquire a fully qualified Contractor to provide cured-in-places services in the City of Franklin in accordance with specifications and conditions herein for the City of Franklin (Hereinafter "City" or "Owner").

2.0 SCOPE OF WORK/SPECIFICATIONS:

The contractor shall perform all required work and shall provide and furnish all labor, supervision, materials, necessary tools, expendable equipment, utility and transportation services and all else required to complete this work in accordance with the General Terms and Conditions Special Conditions and project specifications; including any and all Addenda. **All work shall be done in accordance with the most recent version of the Regional Construction Standards.** The quantities shown are approximate but based on the map entitled "Oak Street Pump Station CIPP Project". **(Attachment A)** All diameters and pipe lengths are to be confirmed during the pre-lining inspection.

3.0 GENERAL TERMS AND CONDITIONS:

3.1 Mandatory Use of City Form:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto, which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time. Each proposal must be signed by a person duly authorized to act in such capacity.

3.2 Opening Date/Time:

Sealed proposals for performing the work will be received and opened by the purchasing agent at the time and place listed on the first page of this invitation. No telephonic or fax proposals will be accepted. Award of the contract will be announced by the City as soon thereafter as is practicable. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be accepted.

3.3 Inconsistencies In Conditions:

In the event there are inconsistencies between the General Terms and Conditions, and the Special Conditions and Specifications, the latter two shall take precedence.

3.4 Clarifications of Terms:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the purchasing agent or building official whose names appear on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by the City.

3.5 Default:

In the event of default by the contractor, the City reserves the right to procure the services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. The City also reserves the right to void this contract at any time due to negligence or failure to perform of the contractor.

3.6 Ethics in Public Contracting:

By submitting a bid, each bidder certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any public employee having official responsibility for this procurement transaction, any payment, loan subscription, advance, deposit or money, services, present or promised unless consideration of substantially equal or greater value was exchanged.

3.7 Anti-Discrimination:

By submitting a bid, each bidder certifies to the City that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended.

3.8 Employment Discrimination Prohibited:

During the performance of this agreement, the Service Provider agrees it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider, and further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and further agrees to include in all solicitations or advertisements for employees by or on behalf of the Service Provider to state that the Service Provider is an equal opportunity employer.

During the performance of this agreement, the Service Provider does not, and agrees that it shall not during the performance of this agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

During the performance of this agreement, the Service Provider agrees not to discriminate against any faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization or impair, diminish, or discourage the exercise of religious freedom in procuring goods or services or in making disbursements.

3.9 Drug-free Workplace

During the performance of this agreement, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider'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 Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that it 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.

3.10 Workers' Compensation Insurance

Neither the Service Provider nor any subcontractor shall perform any work on this construction project unless he (i) has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Virginia Code Section 65.2-800, et seq. and (ii) provides prior to the start of the work a certificate of insurance evidencing such coverage.

3.11 General Liability Insurance and Automobile Liability Insurance

Neither the Service Provider nor any subcontractor shall perform any work on this construction project unless he (i) has obtained, and continues to maintain for the duration of the work, general liability insurance coverage in the amount of \$500,000 per occurrence bodily injury or property damage and automobile coverage in the amount of \$500,000 and (ii) provides prior to the start of the work a certificate of insurance evidencing such coverage.

3.12 Indemnity:

The following shall be deemed included as a condition of any contract awarded as a consequence of this bid; Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act or omission of commission, including negligence but excluding sole negligence, of the Owner, his employees, servants, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

3.13 Performance Bond Requirements:

The contractor shall provide a bond or certified check payable to the City of Franklin, Virginia in an amount equal to ten percent (10%) of the value of the contract as a guarantee for the faithful performance thereof. Such bond or deposit must be furnished to the City within twenty (20) days after requested by the City.

4.0 INFORMATION FOR BIDDER TO PROVIDE SERVICES:

4.1 Award of Contract:

Award will be made to the lowest responsible and responsive bidder. The quality of services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, past work experience, and the delivery terms will be taken into consideration. The City reserves the right to reject any or all offers.

4.2 Acceptance of Bid:

Acceptance of a bid by the City is not an order to proceed. The City will notify the contractor by letter accepting a bid and the contractor shall proceed within 10 days of acceptance of the letter to proceed.

4.3 Contract:

Each bid is received with the understanding that the acceptance in writing by City of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to pay for, at the agreed prices, all services specified and delivered.

4.4 Prices:

All prices and notions must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and correction made in ink adjacent and must be initialed and dated in ink by the person signing quotations.

4.5 Quotations:

All quotations must be signed with the company name and be signed by an officer or authorized employee of the company. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".

4.6 Verification:

Verify your quotations prior to submission as they cannot be withdrawn or corrected after being opened.

5.0 SPECIAL CONDITIONS:

5.1 Permits and Licenses by Owner

The Owner will provide easements of a permanent nature as required for the location of the work.

5.2 Permits and Licenses by Contractor

The Contractor shall make all necessary applications for permits and licenses of a temporary nature, which are required for the execution of the work.

5.3 Compliance with Regulations

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to the City, he shall bear all costs arising therefrom.

5.4 Protection of Work, Property and Persons

The Contractor shall adequately protect the work, adjacent property, and the public and shall be responsible for any damage or injury caused by him or his authorized agent's act or neglect.

5.5 Inspection of Work

The Contractor shall at all times permit and facilitate inspection of the work by authorized representatives of the City.

5.6 Changes in Work

The City acting through its authorized representatives, may order extra work, or make changes by altering, adding to, or deducting from the work, the Contract Sum being adjusted accordingly. All such orders and adjustments shall be in writing and such work shall be executed under the conditions of the Original Contract. No extra work or change involving extra cost shall be made unless in pursuant to of a written order by the City, and no claim for an addition to the contract shall be valid unless so ordered.

5.7 Enforcement:

The parties hereto agree that this contract shall be enforceable in the City of Franklin, and if legal action is necessary by either party with respect to the enforcement of any or all terms or conditions of this contract, exclusive venue for the enforcement of the same lies in the General District Court of Franklin, Virginia or the Circuit Court of Southampton County, Virginia. The parties further agree that in the event of litigation, jury trial shall be waived.

5.8 Subcontracts

The contractor shall notify the City in writing of the names of subcontractors proposed for the work and shall not employ any until the City has a reasonable time to reject any as incompetent or unfit. The contractor agrees that he is as fully responsible to the City for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Document shall create any contractual relation between any subcontractor and the City.

5.9 Assignment

Neither party to the contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent the Owner.

5.10 Payment

The contractor shall be paid in full upon completion of the project and acceptance of all work by the Owner.

5.11 Time of Completion

The contractor shall complete the work within sixty (60) days of notice to proceed.

5.12 Warranty/Guarantee

The Contractor shall correct all defective work performed and replace defective materials provided for a minimum of one year following the date of Final Acceptance of items found deficient during Final Inspection of the Project. If any areas of work are determined to be unsatisfactory, the City will give the Contractor written notice. The Contractor will have 30 days from receipt to correct.

CITY OF FRANKLIN

Finance Department
207 W. Second Ave.
P. O. Box 179
Franklin, VA 23851

BID FORM**# 2014-04 - Oak Street Pump Station CIPP Project****OWNER: CITY OF FRANKLIN**

BID PRICE:

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Description	Quantity	Unit	Unit Price	Subtotal
6" CIPP Liner (4.5 mm thickness)	500	LF		
8" CIPP Liner (4.5 mm thickness)	11500	LF		
10" CIPP Liner (6.0 mm thickness)	500	LF		
12" CIPP Liner (7.5 mm thickness)	500	LF		
Reinstate 4" Laterals	100	EA		
Grind Protruding Tap	10	EA		
Total Price				\$

Company Name & Address	Date:
	Print Name:
Telephone Number: (____)	Signature:
Email Address:	Title
State Contractor's License # (Required)	

ATTACHMENT A

MAP - Oak Street Pump Station CIPP Project