



County of Prince George
FINANCE DEPARTMENT
P.O. BOX 68
6602 Courts Drive
PRINCE GEORGE, Virginia 23875
(804) 722-8710 Fax (804) 732-1966

Invitation For Bid

IFB # 15-0930-1

Camera Inspection – Upper Blackwater Gravity Sewer System

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning sealed bids should be in writing addressed to:

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Procurement Officer
Prince George County
Finance Department

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Prince George, VA 23875

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1.0 PURPOSE

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, Prince George County Administration Building, Third Floor, until, but no later than **2:00 p.m.** local time prevailing **November 5, 2014** and then publicly opened and read aloud for:

PURPOSE

The purpose of this Invitation to Bid (IFB) is to solicit bids to establish a contract through competitive sealed bidding for the a <u>TV Inspection for Upper Blackwater Wastewater Collection System</u> for the County of Prince George.
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To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidder shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Prince George County Finance Department, Administration Building - Third Floor, 6602 Courts Drive, P.O. Box 68, Prince George, VA 23875 in a sealed envelope. **Mark outside of your envelope with Invitation for Bid No. # 15-0930-1**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the Prince George County Finance Department.

Nothing herein is intended to exclude any responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

Quoted prices shall be F.O.B. to Prince George, Virginia, unless otherwise noted.

Unless otherwise agreed to at the time of award, payment terms are Net 30.

2.0 SCOPE OF WORK

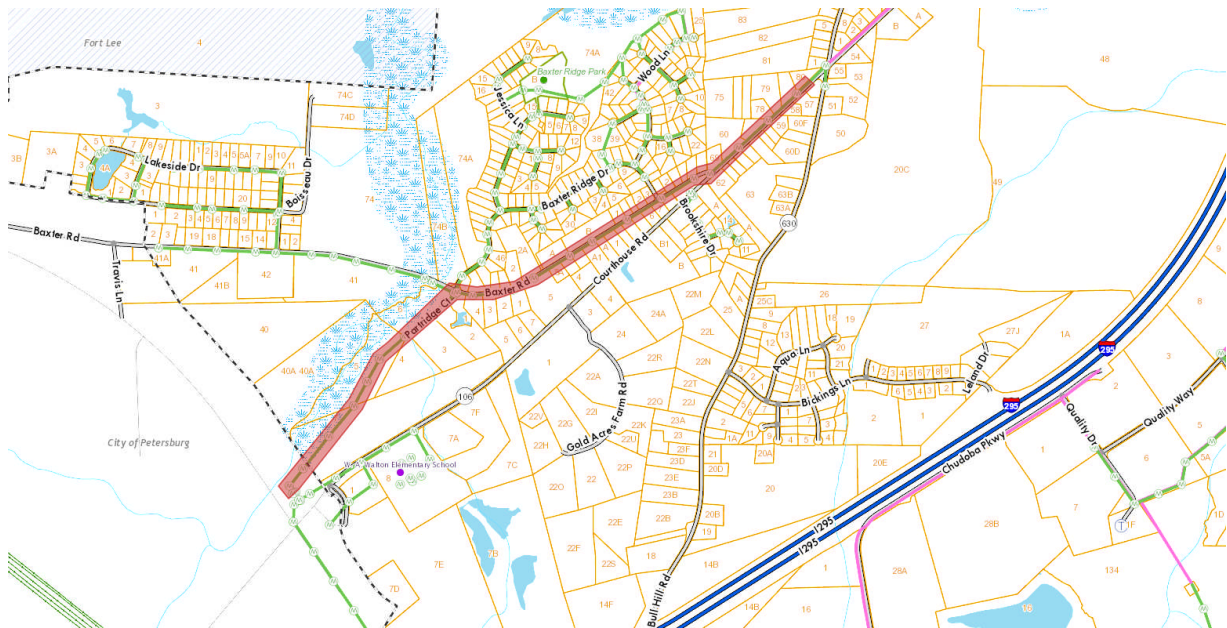
“Sewer Video Inspection” is the Closed-Circuit Tele-Vision (CCTV) inspection video of the sewer conveyance system that determines existing conditions of the pipes, manholes, and service lateral connections. Video inspections shall take place on sewer infrastructure located in paved roads, unpaved roads, and or easements, whichever is applicable.

The following codes/standards have been referenced:

- A. National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program© (PACP)

- B. Federal / Virginia Occupational Safety and Health Administration (OSHA / VOSHA)
- C. Moving Picture Experts Group (MPEG) for further understanding see <http://encyclopedia.thefreedictionary.com/Moving+Picture+Experts+Group>
- D. Digital Video Disc or Digital Versatile Disc (DVD) for further understanding see <http://encyclopedia2.thefreedictionary.com/DVD>
- E. Joint Photographic Experts Group (JPEG) for further understanding see <http://encyclopedia2.thefreedictionary.com/jpeg>

Sewer video inspection of the section of the County's Upper Blackwater Wastewater Gravity Sewer System consisting of approximately 8,000 feet of pipe and associated manholes. Copies of as-built plans sheets are included in Section 7.0 Attachments.



SCOPE OF SERVICES Contractor Qualifications

The Contractor shall possess the staff, experience, equipment and abilities to successfully provide all needed services. The Contractor and all employees and agents of the Contractor shall fully comply with all County, State, and Federal laws and/or mandates applicable to the services provided.

Performance Qualifications

The Contractor shall be paid for length (per foot) of sewer video inspection actually collected, submitted, and accepted by the County.

A. All CCTV inspection shall be performed by the Contractor's personnel trained and certified in the use of NASSCO's PACP codes. The electronically recorded digital video inspection shall be performed by a certified PACP operator. The inspection shall use the pan/tilt/zoom feature of the pipe inspection camera to determine the pipeline conditions.

B. In the event that the Contractor encounters work within confined space(s), workers shall follow all federal, state, and local requirements for safety. This includes conforming to all guidelines set forth by the OSHA / VOSHA.

C. The Contractor is to provide electronic digital videos (MPEG format) of sufficient quality such that the County can utilize them in the determination of "acceptable" sewer conveyance system & service lateral construction. If the County indicates that the quality is not sufficient or adequate, then the Contractor shall re-inspect the pipeline segment and provide the "revised" project inspection reports and digital media (DVD) at no additional cost to the County. Camera distortions, inadequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection of electronic digital media (DVD) and rejection of the associated line segment. The digital media (DVDs) shall be suitable for viewing on Personal Computer (PC) - based computer systems.

D. Service lateral connections shall be inspected by use of the pan/tilt/zoom feature of the pipe inspection camera. Focus of inspection shall include the connection to the sewer main and lamping inspection up service pipe, recording all defects found in the service connection as seen from the main line.

E. Inspection of Infiltration: Visible leakage of extraneous flow into the sewer system (pipeline, service lateral connections, or manhole) shall be observed, recorded, and documented according to NASSCO PACP standards by the operator during video inspection. The video recording may be paused during observation of incoming flows.

F. Any inspection related hardcopy reports and digital media submitted by the Contractor shall become the property of the County.

G. Contractor shall maintain a master copy of all inspection reports and digital media (DVDs) submitted until final closure of the contract.

H. The MPEG formatted videos shall not be edited after completion of inspection. Subsequent revisions and/or recollections to make corrections to a video shall be made by revising and resubmitting the complete project on a new digital media (DVD).

I. Notify the County's construction inspector a minimum of 24 hours in advance of any CCTV inspection so that the County may observe inspection operations.

J. If the Contractor's inspection operator encounters a blockage or defect that appears to be "of significant operational concern", the County's construction inspector shall be immediately notified.

K. All videoed pipe segments shall originate from the downstream manhole and run in the "upstream" direction, unless previously agreed to by the County. The County understands that such situations as creek crossings or difficult to access manholes may necessitate the utilization of a "downstream" direction. These circumstances will be addressed on a case-by-case basis by the County. The County expects that all location references of observations be made from the downstream manhole.

L. Passage of Inspection Camera: If the camera is unable to pass an obstruction during CCTV inspection of a pipeline, then the Contractor shall inspect the pipeline from the reverse direction (aka downstream from the upstream manhole) in order to obtain a complete inspection of the pipeline segment. Whenever such a condition arises, the County's construction inspector shall be immediately notified that an obstruction removal is necessary.

1. If the camera has been transported from the other direction (in order to survey on the "upstream" side of an obstruction) and a second obstruction or repair location is encountered away from the first known obstruction, then the County's construction inspector shall be immediately notified.

2. The County makes no guarantee that the sewer specified or proposed for CCTV inspection is clear for the passage of the camera set-up. The Contractor shall select the appropriate equipment, tools, and methods for securing safe passage of the camera.

3. The camera shall travel at a moderate and uniform rate, stopping when necessary to permit proper identification and documentation of the sewer's conditions. Moderate rate is defined as no greater than 30 feet per minute.

M. The Contractor shall provide all necessary equipment for both road (aka van accessible) and easement (aka portable "buggy" accessible) video inspection, where applicable. The contractor is responsible for complying with all VDOT requirements regarding work within VDOT right-of-way, including any lane and roadway closure requirements.

N. The County's expectation for equipment is as follows:

1. CCTV Equipment: Select and use CCTV equipment that electronically records to a color digital media (DVD) in MPEG format. The County does not expect the inclusion of linked JPEG photographs of observations.

a. The operator's inspection viewing monitor, and any other reviewing components of the system shall be capable of producing a minimum 500-line resolution colored video picture.

b. Communication: Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall

be set up between the operators positioned at the two manholes of the sewer line being inspected to ensure that good communications exist between members of the crew.

2. Pipe Inspection Camera: Select and use a pan-and-tilt with zoom capability, radial viewing, pipe inspection camera specifically designed and constructed for sewer inspections that shall be able to transmit a continuous digital image to the viewing monitor / computer as it is transported between manholes through the sewer segment. The camera shall be operative in 100 percent humidity conditions. The pipe inspection camera shall be provided with the following:

a. Inspection Camera Pan and Tilt with zoom capability: Pipe inspection camera shall pan + 275 degrees and rotate 360 degrees. The zoom capability allows for closer visual inspection to occur without noticeable loss in video clarity.

b. Inspection Camera Footage Counter: Use a camera system with an accurate footage counter to be displayed on both 1) viewing monitor, and 2) resulting electronically stored digital video. The counter shall be located such that it does not interfere with viewing the inspection. Cable marking or "time coding" is not an acceptable method for distance measurement. The distance measured shall be from the tip of the camera lens to the center of the starting manhole. The camera should have a minimum of 1,000 feet of coaxial cable.

i. Marking on cable, or the like, which would require interpolation for depth of manhole shall not be allowed. Only direct measurement of the distance between the top of the manhole cover to the inverts is acceptable.

ii. Measurement for the pipe segment shall be accurate over the entire length of the sewer line section being inspected and shall have an error less than or equal to 1 foot per 100 feet.

iii. Prior to recording the location of any observation, defect, service connection, etc., slack in the cable of the television inspection camera shall be taken up to assure metering device is designating proper footage.

iv. Accuracy of the metering device shall be ensured by manually measuring distance between manholes with a tape to verify distance and documented on the inspection logs.

v. If problems are encountered regarding the discrepancy of greater than 1 foot per 100 feet, the County suggests that a measurement tape be attached to the inspection camera to accurately determine the length of the pipeline and location of service connections and defects in the pipeline.

c. Inspection Camera Resolution: The pipe inspection camera shall be a high-resolution color chip camera capable of producing a minimum 500-line resolution colored video picture. The lens selected should not distort or compromise the ability to accurately scale the magnitude of any measurements made from the video and/or images, this includes such measurements as length or width of a defect / observation, size of lateral, etc. Picture quality and definition shall be to the satisfaction of the County, but if unsatisfactory, equipment shall be removed and no payment made for an unsatisfactory

inspection. Bids should provide complete specifications for the camera(s) that bidder will use. Failure to provide this information may cause your bid to be considered non responsive and rejected.

d. Inspection Camera Locating Device: Contractor may utilize an electronic locating device to potentially find a pipe inspection camera, provided there is no interference with any of the electronics used for collecting the video inspection.

e. Pipe Inspection Camera Transporters: Provide pipe inspection cameras with transporters that position the pipe inspection camera in the horizontal and vertical centerline of the pipeline. Power transporters shall be driven by tracks or wheels. Contractor must have access to both track and wheel power transporters and use the applicable device during the work. Manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions can be used to move the camera through the sewer line. Floating the camera shall not be acceptable unless approved by the County.

f. Pipeline Inspection Camera: The pipe inspection camera shall be transported through the pipeline at a moderate and uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition and service connections, but in no case should the pipe inspection camera be pulled at a speed greater than 30 feet per minute.

g. Pipe Inspection Camera Lighting: Provide a lighting system that allows the features and condition of the entire periphery of the pipe to be clearly seen. A reflector in front of the light source or camera may be required to enhance lighting in the dark such that glare is eliminated/minimized in larger diameter pipes. The camera utilized for closed circuit televising shall be equipped with remote control devices to allow the operator to adjust the light intensity.

3. CCTV Inspection Acquisition Software: Select, use, and provide CCTV inspection acquisition software capable of generating printed reports for submission to the County on digital media (DVD). As a minimum, all inspection information shall be delivered electronically to the County.

a. Use CCTV inspection acquisition software that is NASSCO Pipeline Assessment and Certification Program® certified. Bids should provide complete specifications on the software(s) that bidder will use and appropriate documentation of being NASSCO PACP certified. Failure to provide this information may cause your bid to be considered non responsive and rejected.

b. Provide the County with any necessary viewing applications and/or software licenses such that electronically delivered digital media (DVD) can be accessed and utilized to print any/all generated reports. Software applications are to be Microsoft PC compatible.

Deliverables

The deliverables are as follows:

-
- A. Hardcopy
1. Project Summary Report (includes manhole to manhole distances).
 2. Pipeline “observation listing” and ‘graphical representation’ inspection log (including electronic links to video) – see attachment in Sec. 7.0 for example.
 3. Manhole Inspection Report (see attachment in Sec. 7.0 for example).
- B. Electronic / digital media (DVD)
1. Digital video of inspection in MPEG format (includes ability to reproduce hardcopy reports for A.1.; A.2.; and A.3 above).
 2. Providing a digital data table for manhole inspection report and utilization is an option to the Contractor.
- C. Deliverable detail
1. Video Sewer Inspection Report: For each CCTV inspection, the digital media (DVD) shall provide a way of generating the completely printed inspection reports generated by the CCTV inspection acquisition software. The inspection reports must clearly identify the location of defects and observations indexed in relation to the starting manhole. Defects and observations that shall be recorded include structural deficiencies, the locations and estimations of extraneous flows of service connections, joints, infiltration, unusual conditions, material transitions, roots, storm sewer connections, cracked or collapsed sections, the presence of scale and corrosion, signs of previous leakage, sewer line sections that the camera failed to pass through and reasons for the failure and other discernible features and noteworthy data. Inspection reports shall document defects and observations and a copy of such records shall be supplied to the County.
 - a. Hard Copy: Provide a hard copy of the inspection report to the County.
 - b. Digital Media: Provide the inspection report to the County on digital media (DVD) that is Microsoft PC compatible.
 - c. Defect and Observation Codes: Each inspection report shall document defects and observations utilizing NASSCO’s PACP codes. A table listing acronyms and their meaning shall be supplied with the logs.
 - d. JPEG Images: The County does not expect that JPEG images will be provided and/or linked to inspection report for viewing and printing when reviewing inspection reports on digital media. However, the County does expect the Contractor to provide the County with the ability to capture and/or print a video image.
 - e. MPEG Video: Each electronic inspection report shall provide a link to quickly access the MPEG video for each defect and observation surveyed during the pipeline inspection. Contractor shall not

leave gaps in the visual recording of a segment between manholes. Contractor shall not show a single segment on more than one visual recording, unless specifically allowed by the County.

f. Inspection Report Format: The CCTV Inspection Form shall be of a layout and format in accordance with NASSCO's PACP, CCTV Inspection Form. Other layouts and formats equivalent to NASSCO may be submitted for review and used if approved by the County. The inspection form shall include a "graphical representation". See attachment for an example of the inspection log hardcopy report. The CCTV Inspection Form shall include the following:

a) A pipeline illustration showing the pipe and the upstream and downstream manholes. The pipeline illustration shall show the location of the each defect and observation. The service laterals shall be shown on the proper side of the inspection log.

b) A record of each defect and observation from the starting manhole during the inspection. Each defect and observation shall include the distance from the starting downstream manhole, NASSCO's Pipeline Assessment and Certification Program© codes and if applicable identify the JPEG image for each defect and observation.

c.) CCTV Inspection Image Form: As stated earlier, the County does not expect the inclusion of observation related JPEG images, but Contractor shall provide the County with the ability to capture an image for possible printing.

2. Digital Video Recording: Provide each inspection log report on digital media (DVD).

a. The digital recording shall include video information that accurately reproduces the original CCTV inspection in MPEG format. The digital recording shall be free of electrical interference and shall produce a clear and stable image.

b. Separate MPEG video files shall be created for each pipe segment inspected. If a reverse setup is required, the individual portions of that pipe segment shall be stored in separate MPEG video files. All references regarding location of observation shall be to the originating downstream manhole.

c. If the number of pipe segment inspections cannot fit onto a single media (DVD), then subsequent media (DVDs) should be used as long as there is no duplication or redundancy of the pipe segments. The use of multiple digital media (DVD) should be clearly designated by listing the content of each media on the labels.

d. The MPEG video shall continuously display the pipe segment (i.e. manhole to manhole), date, time and length from the originating downstream manhole.

e. The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location utilizing the O'clock designation) and distance from the originating downstream manhole. The use of time codes for defect location shall not be acceptable. Identification of defect location allows the digital recording and inspection data to be cross-referenced for instant access to any point of interest within the digital recording.

f. Digital media (DVD) and media case label: These labels shall be placed on the non-recordable side of the media and media case cover with the following information:

- i. Project Name (including any applicable revision designation).
- ii. Date Televised.
- iii. If multiple media are required for the project, then include content listing.

3. Manhole inspection reports: Manhole Video Inspection: CCTV videos (MPEG format) shall pan beginning and ending manholes to demonstrate the condition of the invert, bench, and sidewalls of the manholes. The Contractor is to complete all sections of the manhole report for each manhole on the assigned project and submit with the CCTV inspection reports. (see attachment for hardcopy example) As an option, the Contractor may also develop and use an electronic data set used to generate the manhole reports. The manhole data set is to be in dbf 4 format such that it can be readily appended into the County's GIS. The data table shall contain point source attribute data, where each row is to be considered a manhole.

- a. The manhole naming nomenclature for the project shall be coordinated with the County.
- b. If the Contractor chooses the option to have manhole inspection reports provided electronically, the Contractor is to supply the necessary software application or interface, such that the County can print the hardcopy manhole report from the point attribute data set identified above.
- c. As a minimum, the physical condition of each sanitary manhole shall be videoed and documented on the manhole report.
- d. As can be noted in the attachment, the manhole inspection report shall document the type/condition in detail of the following elements: cover, frame cone, number of riser rings, cone section length, condition of parging on all joints, walls, steps, invert, bench, channel, infiltration, inflow, connecting (incoming and outgoing) pipes diameters & "from MH", laterals, manhole depth to the inverts. The manhole report shall also provide a sketch of the manhole orientation with the outgoing pipe in the 12 O'clock position. Additionally, there is to be a comment box to allow user entry of any conditions not previously documented for the manhole. As an option, the sketch could also include the manhole-manhole distance for both incoming and outgoing pipes.

County Responsibilities

- A. Provide Contractor all available information relating to the requirements or relevant to the contract.
- B. Assist the Contractor in obtaining permission to enter public or private property as required for performance of services.
- C. Examine and provide feedback on all reports, analysis, studies, tests, results, proposals and any other documents presented by the Contractor.

D. Designate a person to act as the representative with respect to the services to be performed under any resulting contract. Such person shall have the authority to transmit instructions, receive information, interpret and define locality policy and decisions pertaining to Contractor's services.

Bid submittals

All bids should include the following. Failure to provide this information may cause your bid to be considered non responsive and rejected.

A. Three sample inspection reports (both hardcopy and electronic submissions) from a recent inspection project performed on each ductile iron, concrete, and PVC system with a diameter greater than twelve (12) inch. At least one run on each of the projects should have a minimum of 3 service laterals. Including any necessary software applications and/or licenses to view and recreate the hardcopy reports.

B. The CCTV equipment manufacturer's cut sheets or "catalog sheets" for the camera (specifying the minimum 500 line resolution requirement), camera transporter, computer, and computer software (documenting NASCO PACP compliant). This shall include any technical specifications and/or requirements for deliverables.

C. Quality Control / Quality Assurance (QC/QA) plan that documents the procedures followed (and by whom) for project deliverables prior to submission to the County for review. This QC/QA should include flowchart(s) that will be used to clearly determine the procedures to be followed when inconsistencies and/or discrepancies are encountered.

D. References: Provide a minimum of three (3) references with email and phone contact information for municipal projects similar to the scope outlined in this IFB.

3.0 STANDARD TERMS AND CONDITIONS

3.1 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3.2 ANTI-DISCRIMINATION:

By submitting their bids, bidders certify to the County 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 Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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 recipient's 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. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. 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 state 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, will state that such contractor 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.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

The Bidder shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Bidder attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of this IFB.

3.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

3.5 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George 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 County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

3.6 CLARIFICATION OF TERMS:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Any necessary additions or corrections to this IFB will be made by addenda, and issued to all Bidders of record. Addenda become part of the IFB, and must be acknowledged by each Bidder; failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

3.7 PAYMENT:

3.7.1 To Prime Contractor:

- 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 state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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 public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County 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

an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

3.7.2 To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

3.8 QUALIFICATIONS OF BIDDERS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

3.9 TESTING AND INSPECTION:

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

3.10 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County 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 County 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 County's right to audit the contractor's records and/or to determine the correct number of units independently; or

3.11 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, 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 County may have.

3.12 TAXES:

Sales to the County are generally exempt from federal excise and local and state sales and use taxes. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Prince George on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid. The County's excise tax exemption registration number is 54-6001528.

3.13 TRANSPORTATION AND PACKAGING:

By submitting their bids, all bidders 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.

3.14 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. 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 County 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.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

3.15 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor'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 violations of such prohibition; (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 section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

3.16 NONDISCRIMINATION 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 state agency, department or institution 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.

3.17 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3.18 AVAILABILITY OF FUNDS:

The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by The County of Prince George Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.0 ADDITIONAL TERMS AND CONDITIONS

4.1 CONTRACT DOCUMENTS:

- (a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.
- (d) By submitting a bid or proposal, the successful bidder agrees to enter into a contract satisfactory to the County that contains only those provisions that are acceptable to the County and are consistent with the Bid documents. A 'form' contract generated by corporate headquarters, agent, or attorney for the bidder will not be acceptable to the County.

4.2 LAWS AND REGULATIONS:

- (a) The contractor 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.
- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

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- (d) All bids submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by The County of Prince George or the Commonwealth of Virginia.

4.3 WITHDRAWAL OR MODIFICATION OF BIDS:

Prior to bid opening, bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

No bid shall be altered or amended after the specified time for opening.

After the deadline fixed for bid receipt, A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid and which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid and which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed trade secret or proprietary information pursuant to Code of Virginia, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

4.4 RECEIPT AND OPENING OF BIDS:

- (a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
- (b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.
- (c) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

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- (d) In the event that The County of Prince George is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.

4.5 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

4.6 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for 60 days. At the end of the 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.

4.7 TAXES:

The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.

4.8 ACCESS TO WORK:

The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.

4.9 TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
- (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,

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- (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 AWARD OF CONTRACT:

5.1.1 AWARD:

An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

By submitting a proposal, the successful offeror agrees to enter into a contract satisfactory to the County that contains only those provisions that are acceptable to the County and are consistent with the bid documents. A "form" contract generated by corporate headquarters, agent, or attorney for the bidder will not be acceptable to the County.

5.2 BID PRICES:

Bid shall be submitted in a lump sum form, in addition to providing a firm, fixed unit price for each foot of inspection.

5.3 CANCELLATION OF CONTRACT:

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5.4 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:

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

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

5.5 CONTRACTOR REGISTRATION:

If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is seven hundred fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____

Specialty _____

Licensed Class B Virginia Contractor No. _____

Specialty _____

Licensed Class C Virginia Contractor No. _____

Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

5.6 EXTRA CHARGES NOT ALLOWED:

The bid price shall be for complete sewer video inspection of the Upper Blackwater Gravity Sewer System ready for the County's use, extra charges will not be allowed.

5.7 INSPECTION OF JOB SITE:

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.

5.8 ORDERING OPTION:

Prince George County, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.

5.9 WARRANTY (COMMERCIAL):

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

5.10 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

6.0 TERMS AND SIGNATURE SHEET

Terms and Signature Sheet:

15-0930-1

Camera Inspection – Blackwater Sewer System

Our total lump sum price shall be: \$ _____

Price per videoed, inspected foot: \$ _____

Please indicate length of time required, in calendar days, for completion after notification of award:

_____.

In compliance with this invitation and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or service upon which prices are quoted, at the price quoted, as specified.

My signature on the bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Date: _____

Telephone Number: _____

7.0 ATTACHMENTS

- A. Pipeline Inspection Log – examples
- B. Manhole Inspection Report – examples
- C. Upper Blackwater Wastewater Collection System As-Built Plans