



CITY OF SUFFOLK

Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; TEL: (757) 514-7520; Fax (757) 514-7524

INVITATION FOR BID

TITLE: **Horizontal Directional Drilling Unit**

ACCEPTANCE DATE: Prior to 3:00 p.m. – April 2, 2013 “Eastern Standard Time”

IFB NUMBER: 2013-00084-CN

ACCEPTANCE PLACE: Finance Department, Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

BID OPENING LOCATION: Purchasing Conference Room
441 Market St., Room 105

Requests for information related to this Invitation should be directed to:

Cindy L. Norfleet, CPPB, Senior Buyer
(757) 514-7522
Email address: cnorfleet@suffolkva.us

This document can be downloaded from our web site: www.suffolkva.us/bids/index.jsp

Issue Date: March 20, 2013

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City’s website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.

INVITATION FOR BID

Horizontal Directional Drilling Unit

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BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: March 20, 2013

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase one (1) Horizontal Directional Drilling Unit (Ditch Witch JT5 or approved equal), to include Fluid Management System, Fluid Mixing System, Electronic Guidance System, and trailer to be used by the City's Department of Public Utilities. Complete unit shall be delivered F.O.B. Destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia 23434. Unit shall be in accordance with all specifications, terms, and conditions herein.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five days prior to the date set for bids to close.

3.0 GENERAL SPECIFICATIONS

3.1 General Specifications

Specifications below describe a Horizontal Directional Drilling Unit with Fluid Management System, Fluid Mixing System, Electronic Guidance System, and trailer (Ditch Witch JT5 or approved equal) for use by the Department of Public Utilities. All parts not specifically mentioned, which are necessary to provide a complete operating unit, shall be included in the bid and shall conform in strength and quality of materials and workmanship to what is normally provided to the trade in general. It is not the intent of the City for these specifications to be proprietary; equals will be evaluated in accordance with comparable quality, construction, strength, durability, and suitability for the purpose intended. The City, in its sole opinion, will determine whether the unit offered is equal to that specified herein.

All items shall be supplied, installed and delivered by a single source.

Unit shall comply with all State and Federal codes and regulations.

The bidder shall indicate below his compliance with a "Yes" or noncompliance with a "No" for each line item specification. Any space left blank will be considered noncompliance. Any deviations from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited in writing by the bidder. *Submit Specifications Compliance Sheets (Pages 4-12) with the BID FORM.*

It is not the intent of the City for these specifications to be proprietary; equals will be evaluated in accordance with comparable quality, construction, strength, durability, and suitability for the purpose intended. **The City, in its sole opinion, will determine whether the unit offered is equal to that specified herein.**

		COMPLY
		<u>YES</u> <u>NO</u>
3.2	<p><u>Warranty</u></p> <p>The entire unit shall be warranted for a minimum of twelve (12) months from the date of beginning service as determined by the Fleet Management Division. Warranty information will be supplied with the BID submittal.</p>	<p>_____</p> <p>_____</p>
3.3	<p><u>Delivery</u></p> <p>Delivery shall be F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia.</p> <p>Trailer will be delivered with Manufacturer's Statement of Origin (MSO).</p> <p>Original invoice shall be supplied upon delivery, and shall be itemized by component.</p> <p>Unit shall be delivered with valid Virginia 30-day tags and State inspection</p> <p>Full service facility will be located within 100 miles of the City's Fleet Management Facility, 120 Forest Glen Drive, <u>or</u> service must be provided in another way that is acceptable to the City.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
3.4	<p><u>Manuals</u></p> <p>One (1) factory service, parts, and operator's manual and CD will be provided.</p> <p>Operator's manual that describes proper operation and maintenance of each system described herein shall be provided upon delivery of unit.</p>	<p>_____</p> <p>_____</p>
3.5	<p><u>Training</u></p> <p>A minimum of four (4) hours on-site training on all aspects/ Systems shall be provided for technicians and operators at no cost to the City.</p>	<p>_____</p> <p>_____</p>
3.6	<p><u>Decals</u></p> <p>Product decals must use universally recognized symbols.</p> <p>Written decals must be available in English.</p>	<p>_____</p> <p>_____</p>

COMPLY
YES NO

4.0 SPECIFICATIONS FOR HORIZONTAL DIRECTIONAL DRILL

4.1 Class

Unit must be a horizontal directional drilling unit capable of producing 5,000 pounds of pullback and spindle speeds to 195 RPM.

Unit must be capable of short-length service line installations with pilot bores up to 2.5" and backream diameters up to 4" depending on soil conditions.

4.2 Operator's Station

Operator's station will have integrated electric strike system control panel and integrated remote tracking display.

Remote tracking display will receive power from drill unit. No batteries.

Must have single lever to control thrust/pullback and rotation movement.

Must have single lever to control both front and rear vices.

Vices will be open top style so rod joints can be viewed during makeup and breakout.

Ignition switch, engine throttle, and drilling fluid gauge to be located at the operator's station.

Unit shall have all controls within easy reach during operation.

4.3 Construction

All frame members will have steel construction for durability.

The drill pipe breakout system must be designed to work with open top vices so the pipe joints can be viewed during makeup and breakout.

Unit must have automated pipe lubrication system that applies tool joint compound to the pipe at the front wrench. System will work with 2-gallon size container.

COMPLY
YES NO

Thrust system must be constructed with a floating carriage. _____

Drill pipe box will be mounted on the drill frame and will have a capacity of 150 feet of pipe on board. _____

Total unit length will not exceed 120 inches. _____

Total unit width will not exceed 36 inches to accommodate entry through most standard yard gates. _____

The anchoring system will consist of dual anchors with Independent drive motors. _____

Drill frame must pivot to allow setup at maximum angles. _____

Unit shall have no daily grease points. _____

Cylinder locks must be available for stabilizer cylinders. _____

Unit will include wash wand kit. _____

Unit will include hand operated vise wrench set for emergency joint breakout. (Safety requirement) _____

4.4 Operation

Unit must be capable of 195 RPM spindle speed. _____

Carriage travel speed will be 130 FPM both forward and reverse. _____

Unit will be equipped with a tracker control communication mode that allows the tracker operator to disable thrust/pullback and rotation hydraulics of the drill unit before downhole tools are charged. (Safety requirement) _____

4.5 Hydraulic System

Unit will have two (2) hydraulic pumps to perform all onboard functions. _____

Pumps must operate independently and receive optimal flow at all times. _____

		COMPLY	
		<u>YES</u>	<u>NO</u>
4.6	<u>Ground Drive</u>		
	Unit will be rubber-track-mounted for easy mobility on a variety of jobsites.	_____	_____
	Track direction and speed will be controlled with handles located in setup operator's station.	_____	_____
	Engine speed will be controlled with a throttle lever located at the operator's station.	_____	_____
4.7	<u>Electric Strike System</u>		
	Drilling will be equipped with an electric strike system that is active when the ignition switch is turned to "ON."	_____	_____
	The electric strike system must indicate an electric strike through current and voltage sensing.	_____	_____
	Unit will have the capability to store electric strikes in the processor to record strike history. Strike history must include a warning strobe on the drilling unit.	_____	_____
4.8	<u>Drilling Fluid System</u>		
	Flow rate will be variable from 1-5 gpm.	_____	_____
	Maximum drilling fluid pressure should reach 750 PSI.	_____	_____
	Fluid flow must be controllable from the operator's station.	_____	_____
	The fluid pump must be mounted on the drilling unit.	_____	_____
4.9	<u>Downhole Tools</u>		
	Unit must utilize drill pipe that is 59" long with tool joints that are 1.88" in diameter and tubing that is 1.1" in diameter.	_____	_____
	The contractor will supply thirty (30) each 59-inch sections of drill pipe.	_____	_____
	The drill pipe will be constructed with forged-end tubing with 4140 steel tool joints for maximum flexibility and wear.	_____	_____
	The drill pipe bend radius will be a minimum of 70 feet.	_____	_____

COMPLY
YES NO

The directional head must be capable of accepting a variety of fluid nozzles and cutting bits for varied soil conditions.

The contractor shall supply one (1) each 1/8" diameter fluid nozzle, and one (1) each 2/ 12/" boring bit.

4.10 Dimensions

Weight (with 150' of pipe): Approximately 3,690 pounds

Length: 120 inches

Width: Maximum of 36 inches

Height: Approximately 70 inches

4.11 Drilling Fluid System

Fluid pressure, maximum: 750 psi

Flow rate, maximum: 5 gpm

4.12 Engine

Engine will be a liquid-cooled Kubota D1105 diesel, or approved equal

Engine must produce 25 HP at 3000 rpm.

4.13 Fluid Capacities

Fuel tank: Approximately 13 gallons

Hydraulic Reservoir: Approximately 8 gallons

4.14 Trailer

Transport trailer must have a minimum GVWR of 15,300 pounds.

Trailer empty weight must not exceed 3,350 pounds.

Trailer decking material must be of wood (no metal).

Trailer will be deck between fender style with a maximum height of 22 inches.

COMPLY
YES NO

Trailer deck dimensions:	16 foot flat	_____	_____
	2 foot dovetail	_____	_____
	5 foot ramp	_____	_____
	81 inches between fenders	_____	_____

Radial tires: 16 inch	_____	_____
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Drop leg jack	_____	_____
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Pintle hitch, tool storage compartment on front	_____	_____
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5.0 SPECIFICATIONS FOR FLUID MIXING SYSTEM

5.1 Class

Must be a portable venturi drilling fluid mixing unit capable of adding wet and dry chemicals to drilling fluid and transferring it to a horizontal directional drilling system.	_____	_____
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5.2 Controls

Operator's station will provide a rope start, choke, throttle, manual fuel shut-off, and tachometer/hourmeter.	_____	_____
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5.3 Construction

Bottom of tank must be sloped to ensure all fluid flows through the pump for thorough mixing.	_____	_____
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Unit must have independently driven, centrifugal mixing pump.	_____	_____
---	-------	-------

Hopper will have steep sides and built-in bag ripper.	_____	_____
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Tank must be narrow enough to mount side-by-side with drill unit on trailer.	_____	_____
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All components must be mounted on the trailer.	_____	_____
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5.4 Performance

Unit will provide up to 160 gpm of water to drilling unit.	_____	_____
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Suction time for 50 pounds must be one (1) minute or less.	_____	_____
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Suction time for 100 pounds must be two (2) minutes or less.	_____	_____
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		COMPLY	
		<u>YES</u>	<u>NO</u>
5.5	<u>Dimensions</u>		
	Hopper with 300 gallons drilling fluid tank	_____	_____
	Length: approximately 123 inches	_____	_____
	Width: approximately 25.6 inches	_____	_____
	Height: approximately 53 inches	_____	_____
	Weight – empty: approximately 660 pounds	_____	_____
	Weight – full of water: approximately 3,164 pounds	_____	_____
5.6	<u>Engine</u>		
	Engine will be an air-cooled Honda GX160 (or approved equal) gasoline engine	_____	_____
	Engine will run at a maximum of 3,600 rpm and be rated at 5.5 Gross hp.	_____	_____
	Engine will be equipped with a one-gallon fuel tank.	_____	_____
5.7	<u>Noise Levels</u>		
	Noise levels must not exceed operator 91 dBA sound pressure per ISO 6394.	_____	_____
	Noise levels must no exceed exterior 105 dBA sound power per ISO 6393.	_____	_____
5.8	<u>Miscellaneous</u>		
	Contractor must supply two (2) each 1” x 50’ supply hoses, male and female Cam style fittings	_____	_____
	Contractor must supply five (5) 50-pound bags of Bentonite.	_____	_____
	Three hundred (300) gallon tank must have drain with ball valve through trailer bed.	_____	_____

6.0 SPECIFICATIONS FOR ELECTRONIC GUIDANCE SYSTEM

6.1 Class

System will be a compact HDD electronic guidance system consisting of a hand-held tracker and a display and beacon/sonde.

6.2 Operator Controls

Tracker's controls will consist of a six-button digital keypad.

Tracker's controls must be color-coded.

Tracker's controls must utilize universally recognized symbols.

Both the tracker and receiver must have a high-resolution display with an easy-to-read, menu-driven interface.

6.3 Construction

Tracker will be constructed of high-impact Xenoy plastic (or approved equal)

Tracker keypad must be sealed with no through-shafts to prevent moisture from entering the unit.

Must be rain resistant and comply with Enclosure Standard IP65.

6.4 Power Source

Tracker will utilize six (6) C-cell alkaline batteries.

Tracker battery life will be approximately twenty (2) hours continuous use at 70 degrees F (70°F).

6.5 Operation

Tracker will have the ability to track bore depths of nine inches (9") to seventy feet (70').

Tracker will display the roll angle of the tool head via a 12-segment clock face.

Tracker will display pitch angle using both up/down arrows and numerical percentages.

COMPLY
YES **NO**

When used with a dual-frequency beacon, system must be capable of switching to an ultra-low frequency downhole when interference is encountered.

Twin and single peak antennas will be standard on the tracker. Tracker will automatically select antenna depending on signal strength and depth of beacon.

Tracker will be equipped with autogain, which constantly monitors the beacon's signal strength and adjusts gain accordingly.

Depth will be calculated and displayed instantly in all modes by pressing one button.

Depth display must be available in feet/inches, inches, or centimeters.

Tracker will have the ability to detect "ghost" signals by pressing and holding a single button.

Tracker will utilize digital signal processing to translate information and display it to the operator.

Tracker will have the ability to be used as a locating device with 8 kHz active and 60 Hz passive line locating modes.

Display will provide left/right arrow indicators and a distance estimate from the tracker.

Display must show beacon temperature in degrees and alert the operator to help prevent overheating.

Display will be capable of receiving data up to 2,000 feet, store up to ten (10) jobs of 254 pipes each, and provide downloads to the TMS Plus (or approved equal) system and other software.

6.6 Accessories

A hard case for storing the tracker will be included.

Beacon must be provided.

7.0 CONDITIONS AND INSTRUCTIONS

1. **Use of Form:** All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. **Late Bids:** Bids and amendments thereto, if received by Purchasing after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. **City Hall Closure:** If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.
5. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
6. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.
8. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/bids/index.jsp>). It is the bidder's responsibility to check the website or contact Purchasing prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
9. **Governing Document:** The solicitation document maintained by Purchasing, in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.
10. **Award:** Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids. Determination of low bidder will be based on the Grand Total as shown on the Bid Form.
11. **Negotiation:** 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 City may negotiate with the apparent low bidder to obtain a contract price within the available funds.
12. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: http://www.suffolkva.us/bids/bid_search_awarded.jsp
13. **City's Rights:** The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
14. **Cooperative agreements:** If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).

15. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
16. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
17. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
18. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
19. **Brand Names:** Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City's sole judgment if a substitute produce offeror is an approved equal and be acceptable as a substitute.
20. **Alternate bids:** Consideration will be given to bids submitted on alternate goods to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described. Alternate bids will not be used in the determination of award.
21. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
22. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
23. **Capacity of bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
24. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
25. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
26. **Indemnity/Hold Harmless:** The CONTRACTOR shall, during the term of the CONTRACT including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property which arise out of any violation of law by, and all acts and omissions of the CONTRACTOR, the CONTRACTOR'S agents, employees, or customers occurring in connection with the products and services covered herein or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.

The CONTRACTOR'S indemnification obligation with respect to any and all claims against the CITY or any of its officers, agents, employees, by any employee or statutory employee of the CONTRACTOR, or any of CONTRACTOR'S subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts the CONTRACTOR or CONTRACTOR'S subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of CONTRACTOR'S subcontractors under workers' compensation laws, disability benefit laws or other applicable employee benefit laws.
27. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

28. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all time observe and comply with all such laws, ordinances and regulations.
29. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
30. **SCC Authorization:** All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number, or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

31. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

- "Licensed Class A Virginia Contractor Number _____."
- "Licensed Class B Virginia Contractor Number _____."
- "Licensed Class C Virginia Contractor Number _____."

32. **Payment Terms:**

Payment terms shall be Net 30 unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by the bidder for prompt payment of bills.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

Contractor shall submit invoices in duplicate, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The City prefers to make payment with the City's Purchasing Card, or if that is not possible, then by electronic funds transfer. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment?

Yes____ No____

33. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.
34. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
35. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
36. **Faith-based Organizations: The City of Suffolk does not discriminate against faith-based organizations.**
37. **Anti-Discrimination** By submitting their bids, bidders certify to the City 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 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans 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.

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.

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 Section A above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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 placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing 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 purpose of the subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of who 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.

38. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
39. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
40. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.
41. **Governing Law:** This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

42. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
43. **Termination for Convenience:** The City may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

44. **Termination for Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

45. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the contracting officer. Violation may result in a determination that your firm is ineligible for an award.

Questions related to bid submittals should be directed to: Cindy L. Norfleet, Senior Buyer, (757) 514-7522, cnorfleet@suffolkva.us. Cindy Norfleet is the contract officer for the City of Suffolk with respect to this IFB. All questions should be directed to his attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

46. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

47. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
48. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Purchasing, the contract documents shall control.
49. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
50. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
51. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
52. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
53. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.
54. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
55. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.
56. **Exemption from Taxes:** The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.
57. **Debarment Status:** By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
58. **Safety:** All Contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
59. **License Requirement:** All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

60. **Contractor's Form**: In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
61. **Bidder Qualifications**: Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

62. **Pricing to be F.O.B. Destination – Freight Allowed**: Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.
63. **Contract Quantities**: The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City, except as clearly noted.

BID FORM

TO: Purchasing Division
441 Market Street
Suffolk, VA 23434

BID: Horizontal Directional Drilling Unit

DUE: April 2, 2013

TIME: 3:00 p.m., Eastern Standard Time

_____ (Company) quotes firm price, exclusive of all taxes, to furnish and deliver one (1) Horizontal Directional Drilling Unit to include Fluid Management System, Fluid Mixing System, Electronic Guidance System, and trailer F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia 23434 in accordance with all specifications, terms, and conditions herein.

Itemize pricing for complete unit as follows:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1 EA	Horizontal Directional Drill Unit with Fluid Management System, Fluid Mixing System, and Electronic Guidance System.	\$ _____
	<i>MFG/Model</i> _____	
1 EA	Trailer	\$ _____
	<i>MFG/Model</i> _____	
	GRAND TOTAL:	\$ _____

Best Guaranteed Delivery: _____

Manufacturer's Warranties: _____

Bidder has included the following with the bid submittal (√ if you comply):

- _____ Specifications Compliance Sheets (Pages 4 - 12)
- _____ Specifications for Horizontal Directional Drilling Unit and requested systems
- _____ Section 7.0 Conditions and Instructions (Pages 13 - 19)
- _____ Signed Form - Anticollusion/Nondiscrimination/Drug Free Workplace Clause
- _____ Signed Form - Proof of Authority to Transact Business in Virginia

Payment Terms/Discounts _____ (Suffolk's normal payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than thirty (30) days from receipt of proper invoice will not be considered in award.)

BIDDER:

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax _____

E-mail Address: _____

Social Security Number or FIN Number _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/ service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to further claims against the City of Suffolk that the document were incomplete or not understandable.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature _____ **Title:** _____ **Date** _____
(Person signing bid should show title or authority to bind the firm in a contract.)

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM
MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION