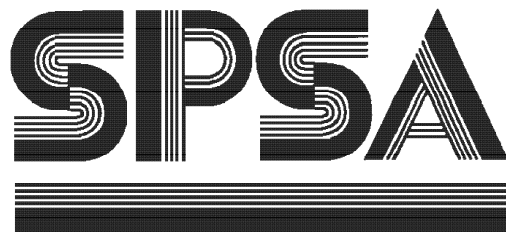
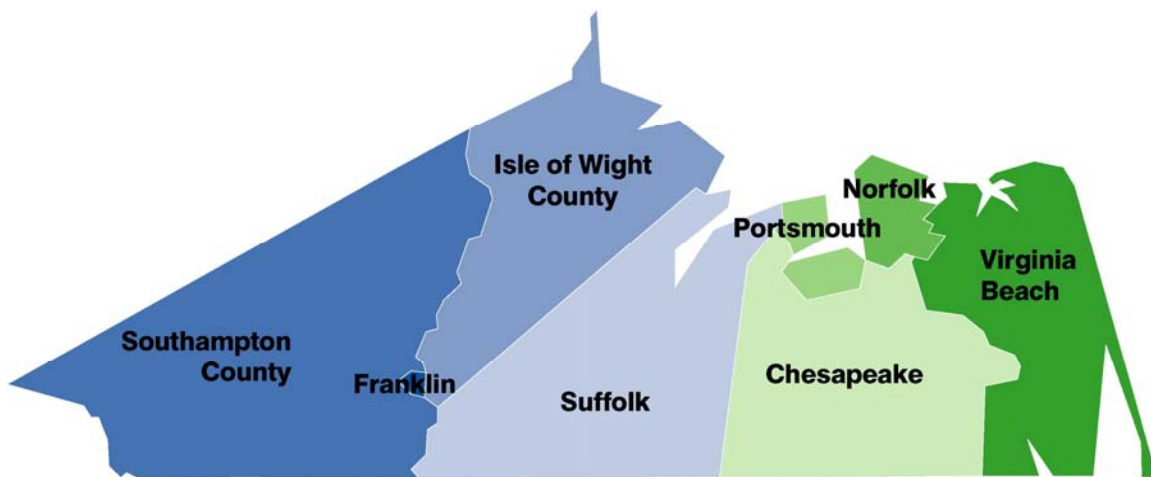


INVITATION FOR BID

for

Chesapeake Transfer Station Drainage Improvements

IFB 0036-11



**SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA**

March 17, 2011

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**SECTION I
INSTRUCTIONS TO BIDDERS**

A. RECEIPT OF BIDS

1. Submit **original (original signature required) and one (1) complete copy** of bid on the furnished bid forms. Please Note: Bid Form vendor information and signature required.
2. Submit **original and one (1) complete copy** of all submittals with bid.
3. Submit bids filled out in ink or typewritten, without erasure, interlineations or changes.
4. Sealed bids will be received at the Regional Office Building of Southeastern Public Service Authority of Virginia, until 2:00 P.M. on April 7, 2011 in accordance with the specifications attached and the other terms and conditions set forth herein at the below address:

Southeastern Public Service Authority
Regional Office Building
Attn: Mr. Steve Coomer, CPPB
Purchasing Administrator
723 Woodlake Drive
Chesapeake, VA 23320

5. Bids shall be delivered to the Authority in a sealed envelope showing on the outside the below information:

“Bid for SPSA IFB 0036-11”
“Chesapeake Transfer Station Drainage Improvements”
2:00 P.M., April 7, 2011

6. **Bid Source:** If you receive a copy of this Invitation to Bid from a source other than the Issuing Office or DemandStar by Onvia, contact the Issuing Office and provide your name, address, telephone number, and the Bid Item Number. You will be added to the bidders list and will receive any addenda to the Bid.

B. PRE-BID CONFERENCE

Pre-bid conference will be held at the Chesapeake Transfer Station, 901 Hollowell Lane, Chesapeake, VA 23320 at 10:00 A.M. on March 28, 2011.

C. INTENT OF CONTRACT

1. It is the intent of this invitation for bid to procure goods and/or services as appropriate, for the needs of SPSA in its operations of municipal solid waste disposal. All manufacturing and assembly procedures will be accomplished in a neat and workman like manner and all goods furnished will be new, of standard manufacture in current production and in common usage for the intended application.
2. The manufacturer furnishing these goods and/or services shall be experienced in the design and construction of such products and shall furnish evidence, if requested, of having supplied substantial like equipment which has been in successful operation for a period of not less than two years.
3. The products will include all items necessary for their intended use and where specific items are not mentioned, the manufacturer's standard specifications shall be used.

D. INTERPRETATIONS AND REQUESTS FOR SUBSTITUTION

1. Any bidder in doubt as to true meaning of any part of this invitation for bid may submit a written request to SPSA for an interpretation. The bidder submitting the request will be responsible for its prompt and actual delivery. Any interpretation or approval will be made by addendum duly issued. A copy of such addendum will be delivered to each bidder receiving a set of such documents. SPSA will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make. Only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect.
2. Bidders must submit every request for interpretation or clarification regarding the services to be provided in writing; by email (scoomer@spsa.com) or by facsimile transmission to (757) 961-4700, to the attention of Mr. Steve coomer, Purchasing Administrator. To be given consideration, such request must be received at least five (5) days in advance of the date fixed for the Bid acceptance date. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda prior to the date fixed for receiving bids. Failure to receive such addenda shall not relieve bidder from any obligation under this bid as submitted. All addenda will become Contract Documents.
3. When inquiring, replying or forwarding, please list the IFB (ie IFB 0011-08) number in the subject line. This is used to direct the email to additional purchasing personnel so we may provide prompt service to your request when personnel are away from their desk.

E. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond June 30, 2011. SPSA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made available. No legal liability on the part of SPSA for any payment may arise for performance under this contract beyond June 30, 2011, until funds are made available to SPSA and until the Contractor receives notice of availability to be confirmed in writing by SPSA.

F. METHOD OF AWARD

1. The award of the contract will be to the responsible bidder (a) submitting the lowest total bid for the quantity required, (b) as indicated on the Bid Form and as SPSA may determine according to its needs, whose qualifications indicate the award will be in the best interests of SPSA and (c) whose bid in all other respects meets the prescribed requirements. Consideration may also be given to delivery date, parts and service capabilities, dealer facilities, and analysis and comparison of equipment specifications, details, and past experience of other users. SPSA reserves the right to reject any and all bids, waive any and all informalities, and disregard all nonconforming or conditional bids or counter bids. SPSA reserves the right to reject any bid if investigation of such bidder fails to satisfy SPSA that such bidder is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders. Bids will be rejected if the information on the Bid Form is not completed and signed by a contractor representative authorized to bind the firm.
2. SPSA reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within available funds. The term "available funds" shall mean those funds which have been appropriated for the goods and/or services described in the bid specifications set forth herein. The Authority's Purchasing Administrator shall initiate such negotiations by providing written notification to the lowest responsive and responsible bidder that its bid exceeds available funds.

G. WITHDRAWAL OR REVISION OF BIDS

1. A bidder may, without prejudice, withdraw a bid submitted prior to the date and time specified for receipt of bids by requesting such withdrawal in writing before the time set for receiving bids. Telephonic communications for withdrawal shall not be accepted. After the time set for receiving bids, no bid may be withdrawn by a bidder for a period of 90 days or as otherwise specified or provided by law.
2. Any bidder may modify his bid by facsimile communication at any time prior to the time set for receiving bids, provided such communication is received by SPSA prior to the opening of bids. The communication should not reveal the bid price, but should provide the addition or subtraction or other modification. If written confirmation is not received within two days after the scheduled time for opening bids, no consideration will be given to the facsimile modification.

H PROHIBITION AS SUBCONSULTANTS

No offeror who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted,

I. IRREGULAR BIDS: Bids shall be considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

1. If the bid form furnished to the bidder by SPSA is not used or is altered.
2. If there are unauthorized additions or conditional bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject any award.
4. If the Bid form fails to include an authorized contractor representative's signature, the bid will be rejected.

J. CHANGE ORDER

Prior to any change order work being performed. The Authority will initiate a change order form, (see Section III - Forms) to be signed by both the Authority and the Contractor. After receipt of the signed change order, the Purchase Order will be modified to reflect the financial modifications.

K. LATE BIDS

LATE bids will be returned to offeror UNOPENED, if IFB number, acceptance date and offeror's return address is shown on the sealed package.

L. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A bidder or offeror 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 bid the identification number issued to it by the State Corporation Commission. Any 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 bid a statement describing why the bidder is not required to be so authorized. Any 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 established to implement this section is granted by the SPSA Board of Directors.

M **BIDDER'S RESPONSIBILITY**

1. Before submitting bids, bidders shall carefully examine the entire site of the proposed work and adjacent premises and the various means of approach and access to the site and make all necessary investigations to inform themselves thoroughly as to the facilities at the site. Bidders shall inform themselves thoroughly as to all difficulties involved in the completion of all work under this contract in accordance with its requirements.
2. Bidders shall examine this Invitation For Bid and contract documents, shall exercise their own judgment as to the nature of the whole of the work to be done for the bid prices, and must assume all risk by whosoever made of any computations or statements of amounts or quantities necessary to fully complete the work.
3. No plea of ignorance of conditions that exist or may hereafter exist or of conditions or difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the bidder to fulfill in every detail all requirements of the Contract Documents or will be accepted as a basis for any claims whatsoever for additional compensation or for an extension of time.

N **QUALIFICATIONS OF BIDDER**

SPSA may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to SPSA all such information and data for this purpose, as SPSA may request. SPSA reserves the right to reject any bid if the evidence submitted by, or investigated of, such bidder fails to satisfy SPSA that such bidder understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

O. **SUBCONTRACTS**

1. The bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract under this contract must be acceptable to SPSA.
2. Payment to subcontractors – the prime contractor is obligated to perform one of the two following actions within seven days after receipt of amounts paid to the contract by SPSA for work performed by the subcontractor under this contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from SPSA attributable to the work performed by the subcontractor under this contract; or
 - b. Notify SPSA and subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

P INSURANCE

1. At all times during the performance of work hereunder, Contractor will carry and maintain in force in companies satisfactory to SPSA, Workers' Compensation and \$1,000,000.00 General Employer's Liability Insurance in accordance with law which may be applicable to all its employees engaged in performing the work and Comprehensive General Automobile Liability Insurance covering injury or death of persons and property damage. Upon request, Contractor will have its insurance carrier(s) furnish to SPSA, certified copies of such insurance policies and/or insurance certificates specifying that no insurance will be canceled or materially changed while work is in progress without thirty (30) calendar day's prior written notice to SPSA.
2. Nothing contained in this Article K – **INSURANCE**, will limit or waive Contractor's legal or contractual responsibilities to SPSA or others.

Q. NON-INDEMNIFICATION CLAUSE

In accordance with Virginia Law, SPSA will not agree to an indemnification or "hold harmless" clause nor wave its sovereign immunity. An indemnification or "hold harmless" agreement is a contingent obligation, or potential future debt, not created in accordance with Virginia Constitutional and statutory requirements and in violation of law that SPSA's Board of Directors cannot bind future Boards without express authority.

R HAZARD COMMUNICATION PROGRAM

The Southeastern Public Service Authority is required in accordance with 29 CFR 1910.1200 to inform SPSA and contractor personnel that work centers within SPSA have hazardous chemicals on site. SPSA and contract personnel may be exposed to these hazardous chemicals while working at SPSA work centers. A written Hazard Communication Program has been developed to inform personnel of the specific hazardous chemicals at the work center and the related safety information including protective measures, special precautions and emergency procedures to be observed. The Hazard Communication Program including Material Safety Data Sheets for each hazardous chemical at the work center will be made available to contractors. Contractors are responsible for communicating the information contained in the Material Safety Data Sheets to their personnel working at the work center. Contractors or contractor personnel are in turn responsible for having Material Safety Data Sheets on any hazardous chemical that they will be using or storing on a SPSA Facility. Furthermore, these Material Safety Data Sheets must be at the SPSA facility where they are being used and available for inspection.

- S. SPSA ENVIRONMENTAL PROCUREMENT POLICY:** In 2003, SPSA implemented an environmental management system (EMS) that conforms to the elements of the ISO 14001 Environmental Standard. SPSA's EMS is designed to assist the Authority in managing and minimizing the environmental impacts of its processes and activities, which are called *environmental aspects*. Effective February 16, 2004, SPSA will provide a list of the environmental aspects known to be associated with the planned/proposed activity in every RFP or IFB. Any contractor coming on SPSA site to provide services to SPSA must

comply with the policies, intent and/or procedures of SPSA's EMS to manage these environmental aspects. This compliance will be demonstrated by the following:

1. Agreeing in writing to comply with SPSA's established emergency response procedures in the event of an incident that can adversely impact the environment; and
2. Attending an environmental briefing prior to providing SPSA any services. During this briefing, SPSA's representatives and the contractor/supplier representative will collaboratively identify any planned activities, processes or products that can potentially impact the environment. Proactive measures designed to minimize these environmental impacts will be discussed. Results of this discussion will be documented on SPSA's ***Contractor Environmental Briefing Form***. The need for written procedures to manage those impacts will be determined at that time. If written procedures are required, the contractor representative shall:
 - a. Provide SPSA copies of their existing written procedures (these procedures and/or instructions must be at minimally as stringent as SPSA's established procedures for managing similar environmental aspects); OR,
 - b. Agree in writing to follow the SPSA Standard Operating Procedures established to manage the identified environmental aspects.

T. LIQUIDATED DAMAGES

Schedule: As time is an essential element of the Contract, all work shall be completed/delivered within the allotted time as specified on the **proposal form**. For each calendar day the work/equipment remains substantially incomplete/or not delivered after the date specified in the Notice To Proceed/ Purchase Order the amount of **Five Hundred Dollars (\$500.00/day)** per calendar day will be assessed, not as a penalty, but as predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

SECTION II SCOPE OF WORK

A. SCOPE OF WORK

1. The proposed scope of work associated with the drainage improvements for the Chesapeake transfer station includes the following:

- a. Arrange for utility location and provide surveying needed for project.
- b. Remove fence and precast concrete barriers located south of transfer station to allow drain and holding tank installation. Reinstall similar fence south of installed drain to maintain security for transfer station. Replace precast concrete barriers at the direction of owner.
- c. Provide and Install approximately 110 lf of 8" dia. Duraslot drains, installed per manufacturer's recommendations for H-20 load at locations along edge of pavement south of transfer station as shown on the drawings. Use variable height Duraslot as needed to maintain slope of 0.5% toward underground holding tank.
- d. Provide and Install approximately 160 lf of 12" dia. Duraslot drains, installed per manufacturer's recommendations for H-20 load at locations along edge of pavement north of transfer station as shown on the drawings. Use variable height Duraslot as needed to maintain slope of 0.5% toward underground holding tank.
- e. Connect south Duraslot drains to south holding tank using 8" dia. ADS N-12 corrugated plastic pipe (south tank). Maintain minimum slope of 0.5% to tank.
- f. Connect north Duraslot drains to north holding tank using 12" dia. ADS N-12 corrugated plastic pipe. Maintain minimum slope of 0.5% to tank.
- g. Provide and install 8" dia. plug valve to, cast iron valve box, lid, and valve extensions for surface mounting at existing grade to control flow to south holding tank. Include adapters needed to connect valve to pipe.
- h. Provide and install 12" dia. plug valve to, cast iron valve box, lid, and valve extensions for surface mounting at existing grade to control flow to north holding tank. Include adapters needed to connect valve to pipe.
- i. Provide and install 6,000 gallon precast concrete or FRP holding tank with two (2) - 2' dia. manhole openings with risers and locking cast iron or FRP lids extending 6" above finished grade. Provide 4" dia. SCH 80 PVC gooseneck vent with SS bug screen.
- j. Provide and install 12,000 gallon precast concrete or FRP holding tank with two (2) - 2' dia. manhole openings with risers and locking cast iron or FRP lids extending 6" above finished grade. Provide 4" dia. SCH 80 PVC gooseneck vent with SS bug screen. Tank shall be ballasted to prevent floating under conditions where the tank is empty and the water table is at ground surface.

- k. Provide as-built survey of improvements.
- l. Provide sedimentation and erosion controls during construction.
- m. Provide site restoration including removal of excess soil and construction debris. Fine grade disturbed areas to maintain drainage. Seed and mulch disturbed areas.
- n. See drawings for additional information.



SECTION III – FORMS
BID FORM



| | | | |
|---------------------------|--|-------------|---|
| Bid Item | Chesapeake Transfer Station Drainage Improvements | | |
| Invitation Number | 0036-11 | Date | Thursday, March 17, 2011 |
| Pre-Bid Conference | Monday March 28, 2011 | Time | 10:00 AM (local prevailing time) |
| Bid Opening | Thursday April 7, 2011 | Time | 2:00 PM (local prevailing time) |

The offerer agrees to furnish and deliver to the Southeastern Public Service Authority of Virginia, at the place specified, the following items or services in accordance with specifications herein at the prices quoted below.

Instructions to Bidder

1. Submit **original (with original signature) and one (1) complete copy** of bid on this form to address listed in Section I, Instructions to Bidders. It is required to complete vendor information and signature.
2. Show invitation number and bid opening time and date on outside of bid envelope. Mark envelope "Attention: Procurement Specialist."

| Quantity | Description | Unit Price | Total Price |
|--|--|------------|-------------|
| 1 LO | Provide Drainage Improvements IAW Specifications | | |
| # _____ OF CALENDAR DAYS FOR COMPLETION AFTER NOTIFICATION OF AWARD | | | |
| TOTAL PRICE | | | |

The Bidder hereby acknowledges receipt of the following addenda:

| ADDENDUM NO. | ADDENDUM DATE |
|--------------|---------------|
| | |

Vendor _____ Federal ID# (Please include W-9) _____

Address _____

City, State, Zip Code _____

Email Address _____

Typed Name, Title, _____

Signature _____ Date _____

Telephone # _____ Fax # _____

State Corporation Commission (SSC #) _____

(*Please include Remit to address if different than address stated above)

Check block below for applicable minority indicator:

Asian Indian

Black

Asian Pacific

Hispanic

Native American

Small Business

Women Owned

Small Disadvantage Business



STATEMENT OF NO QUOTE



Bidder not submitting a quote for the commodity or service requested must fax this form to the Procurement Office at (757) 961-4700 prior to the solicitation due date. Questions concerning specifications must be brought to the attention of the Procurement Official responsible for this solicitation at least (5) five business days prior to the solicitation opening date.

| |
|--|
| Solicitation Number: IFB 0036-11 |
| Commodity or Service: Chesapeake Transfer Station Drainage Improvements |

Decline to submit a response to the Invitation For Bid for the following reasons:

Unable to meet Scope of Work

Specifications are unclear or restrictive (explain in remarks)

Unable to meet required delivery or performance date

Unable to meet insurance requirements

Insufficient time to respond to the solicitation

Do not offer requested commodity or service, please remove our name from SPSA bidder's list for this commodity service only.

Other (explain in remarks)

Remarks:

Failure to return completed form may result in the removal from SPSA's Bidders List for the commodity or service requested above.

Company Name: _____
Representative: _____
Signature: _____
Telephone: _____
Date: _____

| | | | | |
|--|---|----------|---------------|----------|
| Project Name: | Project No: | | | |
| Southeastern Public Service Authority of Virginia (SPSA) 723 Woodlake Drive Chesapeake, VA 23320 | Date of Issuance: | | | |
| Project Contractor: (Name, Address) | Date of Contract: | | | |
| | Contract Period: | | | |
| It is agreed to modify the Contract referred to above as follows. | | | | |
| Item and Description of Changes | Contract Price | | Contract Time | |
| | Decrease | Increase | Decrease | Increase |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Sub-Total | | | | |
| Difference Net | | | | |
| Summary: It is agreed to modify the Contract referred to above as follows: | | | | |
| Contract Price prior to this Change Order \$ | Contract Time prior to this Change Order | | | |
| Net Increase (decrease) of this Change Order \$ | Net Increase (decrease) of this Change Order | | | |
| Revised Contract Price with all approved Change Orders \$ | Revised Contract Time with all approved Change Orders | | | |
| The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein. | | | | |
| Accepted for Contractor by: | | | Date: | |
| Approved for SPSA by: | | | Date: | |

Distribution: ___Owner ___Contractor ___Office ___Field ___Other

SECTION IV
SOUTHEASTERN PUBLIC SERVICE AUTHORITY (SPSA)
TERMS AND CONDITIONS
TERMS AND CONDITIONS APPLY TO ALL BIDDERS

A. COMMONWEALTH OF VIRGINIA PUBLIC PROCUREMENT ACT

This bid is subject to the provisions of the Commonwealth of Virginia Public Procurement Act, and any revisions thereto in effect at the time of this invitation for bid.

B. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

1. In the solicitation or awarding of contracts, SPSA shall not discriminate on the basis of race, religion, age, disability, color, sex, or ethnicity of the bidder or offeror. Every contract in excess of ten thousand dollars, (\$10,000) shall include the following provisions:
2. During the performance of this contract, the contractor agrees: (1) that the contractor will not discriminate against any employee or applicant for employment because of race, religion, faith based organizations, age, disability, color, sex or national origin, except where religion, age, disability, sex, or national origin 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. (2) 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. (3) Notices, advertisements and solicitations placed in accordance with federal law, rules, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
3. The contractor will include the provision of the foregoing paragraphs in every subcontract or purchase order over ten thousand (\$10,000) dollars, so that the provisions will be binding upon each subcontractor or vendor.
4. All bidders shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each bidder agrees to hold SPSA harmless regarding all claims in connection with the bidder's failure to comply with applicable laws and regulations.

C. EXCISE OR TRANSPORTATION TAXES

Deliveries against this bid must be free of excise or transportation taxes.

D. EVALUATION AND AWARD

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discount for prompt payment is offered, it must be clearly shown in the space provided.

E. FAILURE TO DELIVER

In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, SPSA after due notice (oral or in writing) may procure the goods and/or services from other sources and hold contractor responsible for any resulting additional cost.

F. COLLUSION OR FRAUD

The signature on the face of this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law and can result in fines, prison sentences, and civil damage awards. Bidder's signatory agrees to abide by all conditions of this bid and certify that he/she is authorized to sign this bid for the bidder.

G. PURCHASE ORDER/CONTRACT

This bid and any resulting purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Virginia.

H. MODIFICATIONS

Modifications, additions, or changes to the terms and conditions of this invitation for bid may be a cause for rejection of bid.

I. UNIT PRICES MUST BE SHOWN FOR EACH ITEM ON THIS BID

Extend each item and show total. If discrepancy in extending total price occurs, bid will be based on unit prices.

J. AWARD

SPSA reserves the right to reject any or all bids submitted, to waive any informality in the bid, to make an award on any or all of the items bid or to make an award to other than the lowest cost bidder in the interests of SPSA.

K. RESPONSIBILITY FOR INSPECTION

Unless otherwise specified in the contract purchase order, the supplier is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the supplier may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by SPSA. SPSA reserves the right to perform any of the inspections set forth in the specifications where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.

L. TITLE

For good cause and as consideration for executing this contract, the bidder, acting herein by and through the person signing this bid on behalf of the bidder as duly authorized agent, hereby conveys, sells, assigns, and transfers to SPSA all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by SPSA.

M. KICKBACK

By signing bid, the bidder's representative certifies that he/she has not offered or received any from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid. A kickback is defined as an inducement for the award of the contract, subcontract or order, through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.

N. USE OF BRAND NAMES

Unless otherwise provided in this request for invitation to bid, the name of a certain brand, make or Manufacturer does not restrict bidders to the specific brand, make or manufacturer named, it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

O. QUOTE TERMS

Prices quoted must be firm for a period of ninety days from bid submission date, unless otherwise specified, and no bid may be withdrawn for a like period.

P. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall be given at the time of the occurrence upon which the claim is based. Claims shall be submitted to SPSA at its address the claim will be considered and a written response rendered within thirty days of receipt of such claim.

Attachment

Please complete the following "Return Envelope Template," affix to the outside of your agency's Bid response, and return to Southeastern Public Service Authority. Failure to do so may affect the proper and timely receipt of your Bid response.

VENDOR'S NAME: _____

**SOUTHEASTERN PUBLIC SERVICE AUTHORITY
ATTN: STEVE COOMER, CPPB
PURCHASING ADMINISTRATOR
723 WOODLAKE DRIVE
CHESAPEAKE, VA 23320**

**BID # 0036-11
BID NAME: Chesapeake Transfer Station Drainage Improvements
CLOSING: 2:00PM EASTERN STANDARD TIME, _____, 2011**