

IN COMPLIANCE WITH THIS INVITATION FOR BIDS AND ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS/SERVICES AT THE PRICE(S) INDICATED IN SECTION VII, PRICING SCHEDULE.

NAME AND ADDRESS OF FIRM:

_____ Zip Code _____

DATE: _____
BY: _____
(Signature in ink)
NAME: _____
(Please print)
TITLE: _____
TELEPHONE: () _____

FEI/FIN NO. _____

FAX NUMBER:() _____

E-MAIL ADDRESS: _____

- **RETURN ENTIRE BID PACKAGE TO VMRC. SIGN CERTIFICATION ABOVE.**
- **COMPLETE SECTIONS:**

VII -PRICING
VIII - DELIVERY
IX - LOADING/EQUIPMENT
ATTACHMENT A
ATTACHMENT B (if applicable)
ANNEX 7-G

- **A MANDATORY PREBID CONFERENCE:** A Mandatory Pre-bid Conference will be held on Oct. 22, 2008 AT 10:00 A.M. at Americast, Inc., 3900 Shannon Street, VA, Chesapeake, VA 23324 (Reference Section III-A Herein) NO ONE WILL BE ADMITTED AFTER 10:15 A.M. If special ADA accommodations are needed, please contact Mr. Marlon Ruth, Telephone (757) 494-5226.

I. BACKGROUND INFORMATION.

The Artificial Reef Program's mission is to develop habitat for finfish and other aquatic organisms in Virginia's Chesapeake Bay and coastal waters. This is accomplished by placing various types of structure on specifically permitted areas on the bottom of Bay and ocean environments. These materials may consist of specially designed habitat providing structures or various materials of opportunity such as steel hulled vessels and concrete rubble. All structures used must be environmentally acceptable and approved for such use under federal permits held by the program. After placement in the marine environment, these items become manmade habitat for finfish, or artificial reefs, by providing areas for orientation, forage and protective cover from predators.

This project will consist of placement of concrete pipe on Bluefish Rock Artificial Reef in Chesapeake Bay. A Chesapeake, VA manufacturer, Americast Inc, will deliver pipe to the referenced barge loading location by forklift. Americast will provide this support continuously until the barge is loaded. Under this project, Americast will provide approximately 1,100 tons of concrete pipe, as shown on the attached inventory sheet in Attachment "D". The contractor will load their barge. Upon completion of the loading process, the contractor will tow the loaded barge with a minimum of 1,000 tons of material to the reef site designated in Attachment "C" and offload. Offloading of material will be done under the direction of staff from the Marine Resources Commission Artificial Reef Program.

II. SCOPE OF WORK:

- A. **DESCRIPTION OF MATERIALS:** The material to be handled will consist of eight foot sections of round and elliptical concrete pipe, manufactured at the Americast plant in Chesapeake. Diameters of individual round sections will measure 12" to 72". Weights of individual sections of round pipe will run from 0.447 tons to 8.2 tons. Elliptical sections will measure 24" to 72" in width and range in weight from 1.1 tons to 8.7 tons. Dimensions and quantities are given on the attached inventory Attachment "D". Americast will deliver the pipe to the Allied staging area at the end of Shannon Street. They will deliver continuously until the barge is loaded. Some of the pipe sections will be nested inside larger diameter pipes. Allied will unload the pipe at the loading location, where the contractor will pick up the material and transfer same to their barge. The contractor will not have bulkhead or pier access. All barges will have to be secured adjacent to the land side off loading

location. Americast requests at least 5 working days notice from the contractor prior to delivery of the concrete pipe materials to the Allied staging area.

B. LOADING OF MATERIALS: The contractor, who will provide a suitable barge and loading equipment, will handle and load pipe for transport to the reef sites. As previously stated, Americast will continuously run pipe to the barge loading site. These loads will be delivered by forklift. Americast personnel will not be boarding any of the contractor's equipment. Americast will furnish hauling records to the Artificial Reef Program to provide tonnage figures. The contractor will have to make the barge accessible to Reef Program personnel. A representative from the Artificial Reef Program will inspect loading progress to insure that Americast's delivery records tally with what is being loaded on the barge.

C. CHESAPEAKE BAY DEPLOYMENT OF MATERIALS:

1. The pipe will be deployed on the permitted artificial reef site as listed in attachment "E". It is the Program's intent that the load be a minimum of 1,000 tons.
2. Operations associated with deployment of reef materials include: proper loading of the materials on a seaworthy barge of suitable design for transport of such materials on Chesapeake Bay: transport of the materials to the artificial reef site; positioning the barge so the materials are off-loaded in the precise location indicated by Artificial Reef Program personnel, or designated representative(s), (who will meet the barge and tug on location and place a marker buoy); and safe off-loading of the materials, providing proper clearance (noted on attachment "C").
3. In reference to these operations, the following conditions must be observed:
 - (a) Materials loaded onto the contractor's barge(s) must be properly loaded and secured to allow for their safe transport on Chesapeake Bay.
 - (b) The tug towing the loaded barge must be sufficiently powered and otherwise equipped and rigged for towing.
 - (c) The tug must also be sufficiently powered and maneuverable for effective position keeping during all phases of the off-loading process.

- (d) The tug must be equipped with a working, accurate GPS receiver and other marine electronics, including an operational VHF radio.
 - (e) Any machinery used to off-load reef structures must be appropriate to the task at hand, sufficiently powered and maneuverable and capably operated to ensure safe, accurate and efficient off-loading of materials.
 - (f) Reliable communications must exist at all times during the operation between the tug, barge and Artificial Reef Program personnel, or designated representative(s), on site.
 - (g) The contractor must ensure all appropriate and necessary personnel and equipment certifications and insurance coverage needed for this work are current.
4. The contractor must provide Artificial Reef Program with a minimum of 48 hours notice prior to the intended deployment of any materials. Reef Program personnel will coordinate with the contractor regarding schedules, planned operations and specific deployment locations. A Reef Program provided vessel will be on site to monitor the deployment operation. This vessel will be equipped with an operating fathometer to insure appropriate clearance is being maintained. The program provided vessel will periodically halt deployment operations, as well as at the request of the contractor, to make transect runs over the immediate placement location to verify clearance. Any clearance infractions will have to be remedied by the contractor, who will also be responsible for maintaining “watch” over the area of the infraction, as may be required by the Fifth District Coast Guard, until such infraction is corrected. **No deployments will be conducted unless Reef Program personnel, or designated representative(s), are present.**
5. Weather, especially sea conditions, is a critical factor in assuring safe and effective deployment of reef materials. For this reason, deployment operations will only be conducted when the sea conditions in the operational area are no greater than 2-3 feet in height, as forecasted by the NOAA weather office in Wakefield, Virginia, unless other arrangements are agreed upon by the Reef Program and the contractor. The final decision to proceed will be made by the contractor; however, **THE ARTIFICIAL REEF PROGRAM RESERVES THE RIGHT TO SUSPEND OFF-LOADING OPERATIONS IF POSITIONING AND OTHER DEPLOYMENT CRITERIA ARE NOT BEING MET.**

III. MANDATORY PREBID CONFERENCE:

- A. A mandatory pre-bid conference will be held on October 22, 2008 at 10:00 AM at Americast, Inc., 3900 Shannon Street, Chesapeake, VA 23324. The purpose of this conference is to allow potential bidders an opportunity to present questions and to obtain clarification relative to any facet of this solicitation.

- B. Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting a bid.** Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. **No one will be admitted after 10:15 AM.** If special ADA accommodations are needed, please contact Mr. Marlon Ruth at (757) 494-5226.

- C. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

IV. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

- B. **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 Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth 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.

D. **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.



E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their bids, 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.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia 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 Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**

1. Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as

nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **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.

J. **PAYMENT:**

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 Commonwealth 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).

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 Commonwealth 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 Commonwealth, 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 Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

PIM 98-024



4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
-
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
 - L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth 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 Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth 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.
 - M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
 - N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
 - O. **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 Purchasing Agency 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 Purchasing Agency 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 Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse

the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid 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 Commonwealth 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 Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

5. Watercraft policy with a combined single limit of \$2,000,000 for protection and indemnity coverage.

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **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.

- T. **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.

- U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 Per order.

V. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Marine Resources Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Commonwealth of Virginia has purchased or uses any of its products or services, and the contractor shall not include Commonwealth of Virginia in any client list in advertising and promotional materials.
- B. **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 Commonwealth of Virginia, 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.
- C. **AWARD OF CONTRACT**: After receipt of the bids the Commonwealth will make the award on a total deployment sum basis for the reef site, to include loading of materials, towing by barge and off-loading, to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive any informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- D. **BID PRICES**: Bid prices shall be as requested in Section VII, Pricing Schedule.
- E. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 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 cancelled.
- F. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 15 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.

G. CONTRACT EXTENSION: Contract end date may be extended by mutual agreement between the Marine Resources Commission and the contractor. No other terms of the contract shall change.

H. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>October 29, 2008</u>	<u>2:00 P.M.</u>
Name of Bidder/Offeror	Due Date	Time
_____	<u>IFB #AR-09-02</u>	
Street or Box Number	IFB No.	
	Transportation and Deployment of Surplus Concrete Pipe to Bluefish Rock Artificial Reef in Chesapeake Bay.	
_____	_____	
City, State, Zip Code	IFB Title	
Name of Contract/Purchase Officer or Buyer <u>Brandy Battle</u>		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- I. **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 Commonwealth.
- J. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- K. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.
- L. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise

(DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- M. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- P. COMPLETION OF ATTACHMENTS A AND B:** Attachment A – Contractor data sheet, and if applicable. Attachment B – One page for each subcontractor to be utilized, must be completed in full and returned with the bid package.
- Q. APPLICABLE U.S. COAST GUARD LICENSES AND REGULATIONS:** Operators of all vessels used for deployment shall have obtained and shall present, upon request, applicable U. S. Coast Guard licenses and shall obey all applicable U. S. Coast Guard regulations at all times during operations under this contract.

R. HAZARD TO NAVIGATION: Contractor shall not create a hazard to navigation while performing under this contract. Any such hazard to navigation created by the contractor while performing under this contract shall be removed or eliminated at his expense.

VI. METHOD OF PAYMENT AND REPORTING REQUIREMENTS: The contractor will be paid on the basis of invoices submitted after satisfactory completion of the total job. Payments will be made directly to the contractor, who will be responsible for payments to all subcontractors. Payments will be made in accordance with the Virginia Prompt Payment Act. The Contractor shall submit, with its' invoice for final payment, a report on all contract work subcontracted to minority and/or women-owned businesses, in accordance with Section V, Paragraph K.

VII. PRICING SCHEDULE: The bidder agrees to load, transport and deploy concrete materials in compliance with Section II, Scope of Work, and the terms and conditions for this Invitation for Bid at the price listed below.

	Total Price to load,
<u>Reef Site</u>	<u>Move by barge and offload 1,100 tons</u>

Bluefish Rock	\$ _____
---------------	----------

VIII. DELIVERY: The agency expects delivery and complete deployment by December 31, 2008.

IX. Please indicate your delivery time _____

THE COMPLETION DATE MAY BE A FACTOR IN MAKING THE AWARD.

IX. LOADING FACILITY/DEPLOYMENT EQUIPMENT:

A. With submission of bid package, send a description of all equipment to be used for the transportation and deployment of the concrete structures and estimate the number of barge loads necessary to deploy **1,100** tons to the reef site, or list this information below.

Description of equipment:

Number of barge loads to the reef site:

Bluefish Rock _____

**ATTACHMENT A TO IFB #AR09-02
CONTRACTOR DATA SHEET
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy all the contractual agreements.

2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

_____Years _____Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has you permission to contact.

<u>CLIENT</u>	<u>ADDRESS</u>	<u>DATE OF SERVICE</u>	<u>CONTACT & PHONE No.</u>

**ATTACHMENT B TO IFB #AR09-02
SUBCONTRACTOR DATA SHEET
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATIONS OF OFFEROR:** Subcontractor must have the capability and capacity in all respects to fully satisfy all the contractual agreements.

2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

_____ Years _____ Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has your permission to contact.

PERSON TO

<u>CLIENT</u>	<u>ADDRESS</u>	<u>DATE OF SERVICE</u>	<u>CONTACT & PHONE No.</u>

ATTACHMENT C - IFB#AR 09-02

Chesapeake Bay Artificial Reef Site

“Bluefish Rock Reef” – centered 4.5 nautical miles ESE of the entrance to the Salt Ponds, Hampton, delineated by the below listed coordinates:

NW corner 37° 03.450' N – 76° 11.725' W

NE corner 37° 03.450' N – 76° 10.800' W

SE corner 37° 02.700' N – 76° 10.800' W

SW corner 37° 02.700' N – 76° 11.725' W

Minimum clearance at mean Low Water – 15 feet.

Attachment D IFB 09-02

**Americast
Inventory 2008**

All pipe is in 8 foot sections.

Round pipe

Diameter	# of each	Wt. in tons per length.	Total tonnage
12"	38	0.447	19.986
15"	166	0.613	101.758
18"	234	0.786	183.924
21"	7	0.989	6.923
24"	213	1.225	260.925
30"	54	1.768	95.472
36"	14	2.192	30.688
42"	9	2.865	25.785
48"	19	3.559	67.621
60"	10	6.011	60.11
72"	12	8.236	98.832

Elliptical pipe

Width	# of each	Wt. in tons per length.	Total tonnage
Flared end sections	3	1.105	3.315
Flared end section	1	2.1	2.1
Flared end section	1	3.1	3.1
24"	19	1.264	24.016
30"	23	1.808	41.584
36"	6	2.6	15.6
72"	8	8.72	69.76

Total tonnage = 1111.499

Annex 7-G
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					