



REQUEST FOR BIDS

Town of Warsaw Request for Construction Services – Police Station Remodel

Date of Issuance: 04/03/2019

Date Bids Due: 05/01/2019

Sealed Lump Sum Bids will be received until 2:00 PM on Wednesday, May 1st, 2019 for furnishing the professional services described herein. Late, facsimile, and/or electronic bids will **not** be accepted.

All project inquiries shall be directed to Joseph Quesenberry, Town Manager, at the following:

Joseph N. Quesenberry, Town Manager
78 Belle Ville Lane, Warsaw, Virginia 22572
(804) 333-3737

jquesenberry@town.warsaw.va.us

All correspondence and submittals shall be mailed or delivered in a sealed envelope to Wendy McElroy, Procurement Manager, at the following:

Wendy McElroy, Procurement Manager
78 Belle Ville Lane, Warsaw, Virginia 22572
RFB – Police Station

1. Antidiscrimination Policy

The Town of Warsaw does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310, nor against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Manager as soon as possible.

2. General Information

A. Purpose of the Request

The Town of Warsaw, hereinafter will be referred to as “The Town”, a political subdivision of the Commonwealth of Virginia, desires to engage the services of a qualified firm to provide Professional Contract Services as further detailed below. For the purposes of this solicitation, references to the “Town” shall be understood to refer to the Town of Warsaw.

This Request for Bids is part of a competitive procurement process that allows the Town to obtain the best value and to provide interested Offerors a fair opportunity for their services and capabilities to be duly considered.

The contents of the Bid submitted by the successful Offeror, this RFB, and all modifications made thereof, will become part of any contract awarded as a result of this solicitation.

For ease of reference, each individual/organization submitting a response to the Request for Bid will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a “Contractor”.

The purpose of this request, further outlined below, is for construction services for the recently acquired Police Station building, located at 549 Main Street, Warsaw, Virginia. Elements of this remodel will be discussed at **a mandatory pre-bid meeting to be held on site on Wednesday, April 17th at 10:00 AM.**

B. Contract Term

The Offeror shall include a proposed contract time in the proposal submission; the contract time will be one of the evaluation factors.

C. Competition Intended

It is the Town's intent that this Request for Bids permit competition. It shall be the Offeror's responsibility to advise the Town's Procurement Manager in writing if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Bid to a single source. Such notification shall be received by the Procurement Manager not later than 2:00 PM on April 18, 2019.

D. Scope of Services

The Town is seeking the services of a skilled and licensed contractor for remodeling and minimal reconstruction of the former Sisk Chiropractic Office, located at 549 Main Street, Warsaw, Virginia 22572. There will be a mandatory pre-bid meeting where Town and Police officials will discuss the elements desired within this reconstruction. No bids will be accepted by firms that do not attend the pre-bid meeting. This meeting will be held on Wednesday, April 17th at 10:00 AM on site.

E. Project Schedule

Offeror shall include a proposed project schedule for performing the work specified in this RFB with his/her Bid. This may be a factor in the award decision.

F. Questions Regarding The Project

Questions concerning general and/or technical details of the scope of work, or this RFP, shall be submitted in writing (email, fax, USPS, or delivery service) to:
Wendy McElroy, Procurement Manager, Town of Warsaw. 78 Belle Ville Lane,
Warsaw, Va. 22572.
Telephone 804-333-3737, Fax 804-333- 3104. Email:
wmcelroy@Town.warsaw.va.us.

G. Award of Agreement

The Town, in its sole opinion, reserves the right to reject any or all bids, to waive informalities and to negotiate an Agreement with the selected Offerors. The Town reserves the right, in its sole opinion, to reject any bid it believes would not be in its best interest.

H. Termination

Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the Contractor. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the Town until said work, goods, or services are completed and accepted.

A. Termination for Convenience: The Town may terminate the resulting Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause: In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

1) Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

I. Contractual Disputes

The Contractor shall give written notice to the Town Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Town Manager by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the plans. If the claim is not disposed of by agreement, the Procurement Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town's receipt of the claim.

The Town Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his/her designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

J. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (Agreement) but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. Emergency Order

In the event of an emergency, the Town reserves the right to order the contracted services or supplies from other sources which could provide a faster delivery time.

3. Proposed Requirements

A. Effect of Bid Submission

All information requested, and the requirements of this RFB, must be supplied in writing in order for the Town to consider the proposal complete. Submission of a Bid shall constitute an agreement to include the provisions contained in this RFB and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

B. Due Date and Copies Returned

Sealed Bids will be received until 2:00 PM local prevailing time, as per the Official Purchasing Timeclock, on May 1st, 2019. Bids must be received by the Purchasing Office prior to, or by the date/time noted above. The Town will not accept proposals after that date and time.

Bids received in the Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror. It shall be

the Offeror's responsibility to ensure his/her proposal has been received by the Finance Department/Purchasing Office on or before the deadline published above.

The Town is not responsible for delays in the Postal service or other methods of delivery.

C. Conflicts of Interest

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, "the Virginia Conflicts of Interest Act". No member of the Town, Richmond County Board of Supervisors, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by Virginia Code.

D. Collusion

All submitted proposals shall be made without collusion or fraud. This includes a prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

E. Ownership

The Town requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

F. Confidentiality

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act –FOIA- § 2.2-3700 et. seq. of the Code of Virginia.) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed.

Proprietary information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

G. Submittal Contents

Offerors shall submit two (2) copies of their sealed bids. Bids should be as thorough and detailed as possible so that the Town may properly evaluate the Offeror's capabilities to provide the required services.

Recent relevant projects performed by individuals who will be assigned to work this project, with project locations, and original and final construction costs; and, names, titles and phone numbers of contact persons shall also be included.

4. Selection of a Contractor

A. Approving Authority

The approving authority for this RFB is The Town of Warsaw, Va.

B. Selection Committee

The Town Manager will review and open all bids received. In turn, the Town Manager will make his recommendation of the apparent low bidder for selection of an Offeror to the Warsaw Town Council.

C. Prime Contractor

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for the Town with regard to all contractual responsibilities.

D. Contract Development

Once an Offeror is selected, the Town will enter in to contact. **The Town will accept an agreement in lieu of a bond for this project.**

E. Standard Contract for Professional Services

Absent legal requirements, the award will be governed by the "Standard Professional Services Agreement" for this work. Specific obligations of each party will be identified in the executed contract.

F. Notice to Proceed

A Notice to Proceed will be enclosed with the resulting contract. A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued, the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals. However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

G. Acceptance, Invoicing, and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the product or service is approved as acceptable by the Town. The Contractor shall submit invoices detailing the services performed and completed to the Town. The invoice submittal shall provide sufficient information to justify the invoiced amount.

Invoices that, in the Town's sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor. The Contractor's invoice shall cite the appropriate Town purchase order and contract numbers. The Town will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by the Town.

H. Insurance

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.

B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the the Town's Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to the Town shall have the corresponding Contract/Agreement number noted on them.

C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:

1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.

2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of the Town, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.

3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.

4) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town's Procurement Manager before a contract is executed and any work is started.

D. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to the Town on request.

E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to the Town's Procurement Manager. The Contractor shall furnish the Town's Procurement Manager a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town's Procurement Manager.

F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the Town shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

G. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.

H. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that 20 RFP # 10252016-1400 would preclude the Town from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.

I. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

K. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

L. The Town of Warsaw shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

I. Certification of Authority to Transact Business in Virginia

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. If your authority to transact business is revoked or cancelled at any time during the term of this contract the County may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code:
Yes/No (Circle one)

CONTRACTOR'S identification number issued by the SCC:

If you assert that your entity is not required to have such state authorization, state your exception/exemption:
