



**FRONT ROYAL/WARREN COUNTY ECONOMIC DEVELOPMENT
AUTHORITY (WCEDA)
INVITATION FOR BIDS**

Type of Service: Roof Replacement

Issuing Department: Front Royal/Warren County Economic Development Authority (WCEDA)
400 D Kendrick Lane
Front Royal, Virginia 22630

Location of Service: Visionary Optics
1325 Progress Drive
Front Royal, Virginia 22630

Sealed bids marked “1325 Progress Drive” will be received in the WCEDA’s Office, 400 D Kendrick Lane, Front Royal, Virginia 22630, through 2:00 pm on Friday, October 11, 2019 when they will be publicly opened and read for the services as described below.

SCOPE OF WORK AND SPECIFICATIONS

The work generally consists of the removal of the existing gutters and coping, and installation of new single ply roofing with flute filler and cover board, the reinstallation of existing gutters and new coping, flashing and gravel stop. The alternate bid shall include the single ply installed using mechanically fasten induction weld in place of fully adhered.

PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held on Tuesday, September 24, 2019 at 10:00 am at the project site, 1325 Progress Drive, Front Royal, Virginia, 22630. Any questions about the specifications included in this IFB should be directed to Project Architect Fred Andreae by email at fandreae@embarqmail.com. Any changes to the requirements of the bid documents shall be made by written addendum only, issued by the WCEDA. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued and shall acknowledge receipt and inclusion of all Addenda in his bid.

Specifications and plans for the project may be obtained at the WCEDA’s Office, 400 D Kendrick Lane, Front Royal, Virginia 22630, during business hours (Monday – Friday, 9:00 am – 5:00 pm) and on our website, www.wceda.com

BID FORM

Bidders must submit their bid on the enclosed Bid Form, or a copy thereof. The bidder must sign the Bid Form and complete all blanks or note as not applicable. A person authorized to bind the company in contractual matters must sign the Bid Form. Failure to comply with these requirements shall be cause for rejection of bid. Any bid received after the announced time and date of opening, whether by mail or otherwise, will not be considered and will be returned, unopened. Submission of bids electronically or by facsimile will not be accepted.

The WCEDA reserves the right to waive formalities and to reject any or all bids.

TIME OF PERFORMANCE

The successful bidder must complete all work no later than **45 days** from the issuance of the Notice to Proceed.

BID FORM
1325 Progress Drive

The undersigned Offeror(s) hereby proposes and agrees if the bid is accepted to enter into a contract with the WCEDA for the 1325 Progress Drive Roof Replacement Project as described in the Invitation for Bids and related attachments for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the Invitation for Bids.

By submitting a bid, the undersigned Offeror(s) represents that he has examined the specifications, the related documents; is familiar with the federal, state and local laws and regulations that may affect cost, progress and performance of the contract; is aware of the general nature of the work to be performed; and has given the WCEDA written notice of all conflicts, errors, ambiguities or discrepancies that he/she has discovered in the attached documents and has received acceptable written resolution.

The undersigned Offeror(s) shall provide all supervision, equipment, labor, and materials necessary in accordance with the Contract Document for the following lump sum turn-key price:

Base (Lump Sum) Bid: The Base (Lump Sum) Bid shall include all Work required by and in strict accordance with the Bid Documents for this Project.

_____ (numbers)

(words)

- 1.
- 2.

Alternate Base (Lump Sum) Bid: The alternate Base Bid shall include all of the work required by and in strict accordance with the bid documents for this project, except the single ply shall be installed using mechanically fastened induction weld in place of fully adhered. The mechanically fastened induction weld system shall be attached as directed by the roofing manufacturer. Warranty shall be the same as fully adhered.

_____ (numbers)

_____ (words)

Unit Price Allowances:

Unit Price Allowance No. 1: Provide price for new gutters and downspouts including the materials, accessories and the installation. See specs.

\$ _____ per linear foot (in-place unit price/measure) = _____ (figures only)

Unit Price Allowance No. 2: Provide price for installing 1/2" polyiso cover board in place of dense deck.

\$ _____ per square foot (in-place unit price/measure) = _____ (figures only)

Acknowledgement is made of receipt of the following addenda: _____

The offeror hereby certifies that:

- He/she has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate or cause to be rigged, altered or otherwise manipulate this bid for the purpose of allocating purchases or sales to or among persons raising or otherwise fixing the prices of the goods or services or excluding other persons from dealing with the owner.
- He/she is a Registered Contractor in compliance with Virginia Code Sections 54.1-1100 et seq., the Virginia Contractor's Registration Law. Title 54.1, Chapter 11, Code of Virginia.
- The firm signing this bid and registered under that name is legally qualified as determined by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, in granting this registration, to perform all work included in the scope of this proposed contract.
- He/she will comply with all provisions of the Virginia Public Procurement Act.

Business Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name: _____ Email: _____

Business License Number: _____ Contractor's License Number: _____

Type of Business (individual, corporation, partnership, LLC): _____

Class: _____ Valid Until: _____

Classifications: _____

State of Incorporation or Registry: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

I. PURPOSE AND GENERAL INFORMATION:

- The purpose and intent of this Invitation for Bids (IFB) is to solicit bids from experienced contractors
- A. for the replacement of the roof at 1325 Progress Drive located in Warren County, Virginia.

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- B. The successful Offeror(s) shall have familiarity with the trade.
- C. The basis of the contract form will be provided by the County.

II. WCEDA RESPONSIBILITIES:

The Executive Director shall be the primary point of contact for the WCEDA in the administration of the contract.

III. CONTRACT AWARD SCHEDULE:

The evaluation of bids shall be performed in a timely manner. The following schedule details the dates for the initial portions of the project:

September 16, 2019: Invitation for Bids distributed
September 24, 2019 at 10:00 a.m.: Non-Mandatory Pre-Bid
October 11, 2019 at 2:00 p.m.: Receipt of written bids
October, 25, 2019: Evaluation of written bids and award of contract

IV. GENERAL CONTRACT TERMS AND CONDITIONS:

Award of Contract:

- A.
 1. The WCEDA reserves the right to reject any or all bids, to waive any technicalities, informalities, or irregularities, to request clarification, and to accept any bid deemed to be in the best interests of the WCEDA.
 2. The successful Offeror(s) shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to WCEDA the contract form and any other forms or bonds required by this IFB. Otherwise, the WCEDA may award the Bid to the next lowest responsive and responsible Bidder and keep the Bidder's security deposit, if any.

The basis of the contract form will be the WCEDA's standard form contract.

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3. **Collusion:**
 - B. By submitting a bid in response to this IFB, the Offeror(s) represents that in the preparation and submission of this bid, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror(s) or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

Controlling Law; Venue:

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- C. This contract is made, entered into, and shall be performed in the County of Warren, Virginia and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute

arising out of the contract resulting from this IFB, its interpretations, or its performance shall be litigated only in either the General District Court or Circuit Court of the County of Warren, Virginia.

Exceptions to the IFB or Contract:

D.

Any exception to any provisions of this IFB or WCEDA contract shall be explicitly identified in a separate “Exceptions to IFB or Contract” section and included with bid submission. Exceptions will be resolved to the satisfaction of the WCEDA before any contract negotiations. In the case of any conflict between the IFB, the contract, or any other contract document, the IFB shall control unless the contract or contract documents explicitly provide otherwise.

Drug-Free Workplace to be Maintained by the Contractor:

E.

(Code of Virginia, Section 2.2-4312)

1. 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.
2. 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 in accordance with the Virginia Public Procurement Act, 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.

Employment Discrimination By Offeror Prohibited:

F.

(Code of Virginia, Section 2.2-4311)

- During the performance of this contract, the successful Offeror(s) agrees as follows:
1. The successful Offeror(s) shall not discriminate against any employee or applicant
 - (a) for employment because of race, religion, color, sex, national origin, age, disabil-

ity, or 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 successful Offeror(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.

(b) The successful Offeror(s), in all solicitations or advertisements for employees placed by or on behalf of the successful Offeror(s), shall 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 the requirements of this section.

2. The successful Offeror(s) shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Indemnification:

G. The successful Offeror(s) agrees to indemnify, defend, and hold harmless the WCEDA, its officers, WCEDA designated volunteers, agents and employees from and against any and all claims, demands, defense costs, damages, suits, actions, liability or consequential damages of any kind or nature arising directly out of or in connection with negligent acts, errors or omissions in the performance of its professional services of the successful Offeror(s), including its agents, consultants and subcontractors, under the terms of the contract, excepting those which arise out of the negligence of the WCEDA.

Insurance Requirements:

H. The successful Offeror(s) shall maintain insurance to protect itself and the WCEDA from claims under the Workers' Compensation Act and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the following insurance specifications:

Contractor's General Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Products, Completed Operations:	\$2,000,000 aggregate
Automobile Insurance:	\$1,000,000 combined single limit
Workers' Compensation:	Virginia statutory requirements

All policies must name WCEDA as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the WCEDA at least thirty (30) days in advance.

Small, Women-Owned, and Minority-Owned (SWAM) Businesses:

- I. The WCEDA welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the WCEDA. The WCEDA actively solicits both small business, women-owned, and minority-owned (SWAM) businesses to respond to all Requests for Bids. All solicitations are posted on the WCEDA's website at www.wceda.com and may be viewed under the homepage.

No Discrimination Against Faith-Based Organizations:

- J. WCEDA does not discriminate against faith-based organizations as they are defined in Virginia Code Section 2.2.-4343.1.

Severability:

- K. Each paragraph and provision of the contract will be severable from the entire agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Subcontracts:

- L. No portion of the work shall be subcontracted without prior written consent of the WCEDA. In the event that the Offeror(s) desires to subcontract some part of the work specified in the contract, the Offeror(s) shall furnish the WCEDA the names, qualifications, and experience of the proposed subcontractors. The Offeror(s) shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

Employment of Unauthorized Aliens Prohibited:

- M. During the performance of the contract, the Offeror(s) will agree that it does not and will not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Authorized to Transact Business in Virginia:

- N. The Offeror(s) shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

O. Contract Time and Liquidated Damages:

Time is of the essence. The work to be performed under this Contract shall be commenced after issuance of the Notice to Proceed and shall be completed within 45 days. In case the Contractor shall fail to finally complete the work hereunder in accordance with the Specifications and to the satisfaction of the WCEDA within the time stated in this agreement or any written extension thereof by the WCEDA, the Contractor shall and will pay to the WCEDA the sum of **five hundred dollars (\$500.00)** for each and every calendar day that the Work exceeds the time set forth above. Due to the parties' inability to estimate the WCEDA's actual damages with precision, the sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the WCEDA will suffer by reason of said delay, default and inability to use said improvements at the time specified for completion, and not as a penalty. WCEDA shall and may deduct and retain the amount of such liquidated damages out of any monies which may be due or become due from it to the Contractor. The date of Final Completion of the Work is the date when

the Project is totally complete, to include punch list work and final clean up, and the WCEDA may fully occupy or fully utilize the Project for the use for which it is intended.

V. BID SUBMISSION REQUIREMENTS:

- A. The WCEDA will not accept oral bids or bids received by telephone, fax machine, e-mail or other electronic means.
- B. Responses to the Invitation for Bids (IFB) consisting of **Invitation for Bids (page 1), Bid Form (pages 2-3), bid bond or cash deposit of not less than 5% of the total lump sum price of bid award, proof of adequate insurance, and any other documents required** shall be enclosed in a sealed opaque envelope marked "1325 Progress Drive Roof Replacement Project" no later than 2:00 p.m. October 11, 2019 either IN PERSON or by SPECIAL COURIER through the U.S. Postal Service to:

Front Royal/Warren County Economic Development Authority
400 D Kendrick Lane
Front Royal, Virginia 22630

- C. This IFB and any addenda are available on the WCEDA website at: www.wceda.com
Any bid received after the due date and time specified on the Bid Form, whether by mail or otherwise, will be returned to the Offeror unopened.
- D. The time bids are received shall be determined by the time clock in the WCEDA Office. Offeror(s) is responsible for ensuring that their bids are stamped by Administration Office personnel by the deadline indicated.
- E. The Bid Form (pages 2-3) shall be signed by an authorized representative of the Offeror(s). If the Offeror(s) is a business or corporation, the Offeror(s) must print the name and title of the individual executing the Bid Form. All information requested must be submitted. Failure to submit all information required may result in the WCEDA requiring prompt submission of missing information and/or giving a lowered evaluation of the bid.
- F. By submitting a bid in response to this Invitation for Bids, the Offeror(s) represents that it has read and understands the Scope of Work and Specifications and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work. The Offeror(s) further represents that it shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations.
- G. The failure or omission of any Offeror(s) to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site shall in no way relieve any Offeror(s) from any obligations with respect to its bid or to the contract.
- H. Trade secrets or proprietary information submitted by the Offeror(s) in response to this Invitation for Bids shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror(s) must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342 of the Code of Virginia).
- I. A bid may be modified or withdrawn by the Offeror(s) any time prior to the time and date set for the receipt of bids. The Offeror(s) shall notify the WCEDA in writing of its intentions to modify or withdrawal a bid. Modified and withdrawn bids may be resubmitted to the WCEDA up to the time and date set for the receipt of bids. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Offeror(s).
- J. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The WCEDA's procedures for withdrawal of bids

(whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the WCEDA original work papers, documents, and materials used in preparation of the Bid.

- K. Comments as to how the bid documents, scope of services, and/or drawings can be improved are welcome. Offeror(s) requesting clarification or interpretation of or improvements to the bid general terms, conditions, and scope of services or drawings shall make a written request which shall reach the WCEDA at least eight (8) days prior to the date set for the receipt of bids. Any changes to the bid shall be in the form of a written addendum from the WCEDA and it shall be signed by the Executive Director or a duly authorized representative. Each Offeror(s) shall be responsible for determining that all addenda issued by the WCEDA have been received before submitting a bid.
- L. All bids received by the WCEDA on time shall be accepted for consideration. All late bids received by the WCEDA shall be returned to the Offeror(s) unopened. Bids shall be open to public inspection only after award of the contract.
- M. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.
- N. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this IFB.
- O. The WCEDA is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the WCEDA.

VII. BID AWARD PROCESS:

Negotiations with Lowest Responsive and Responsible Bidder:

- A. If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the WCEDA reserves the right to negotiate with the apparent low Bidder, pursuant to §2.2-4318 of the Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate WCEDA officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the WCEDA, in the sole discretion of the WCEDA.

Bid Award:

- B.

If an award of a Contract is made, it will be made to the lowest responsive and responsible Bidder for the Alternate Base (Lump Sum) Bid if funds are available. If the lowest responsive and responsible Bidder for the Alternate Base (Lump Sum) Bid exceeds available funds, a Contract, if made, will be made to the lowest responsive and responsible Bidder for the Base (Lump Sum) Bid. Notice of such award or announcement in the foyer area of the WCEDA, 400 D Kendrick Lane, Front Royal, Virginia 22630.

VIII. QUESTIONS:

All questions regarding the specification included in the IFB should be directed to:

Fred Andreae
Project Architect
Fred Andreae Architects
25 South Royal Avenue
Front Royal, Virginia 22630
fandreae@embarqmail.com