



## WARREN COUNTY, VIRGINIA INVITATION FOR BIDS

Type of Service: Roof Replacement

Issuing Department: Department of General Services  
220 North Commerce Avenue  
Suite 100  
Front Royal, Virginia 22630

Location of Service: North Warren Volunteer Fire Department  
266 Rockland Park Court  
Front Royal, Virginia 22630

Sealed bids marked “North Warren Volunteer Fire Station Roof Replacement Project” will be received in the Warren County Administrator’s Office, 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630, through 2:00 pm on Tuesday, July 30, 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 fiberglass shingles, removal of underlayment (the existing sheathings shall remain), underlayment, and new standing seam roofing. The installation of new gutters and downspouts and the installation of blocking material at the gable end vents and eaves will also be required. The alternative bid consists of the installation of rigid insulation with a nail base.

### **PRE-BID CONFERENCE**

A non-mandatory pre-bid conference will be held on Tuesday, July 16, 2019 at 10:00 am at the project site, North Warren Volunteer Fire Station, 266 Rockland Court, Front Royal, Virginia 22630. Any questions about the specifications included in this IFB should be directed to Project Architect Mary Ryan by email at [mpr.faarchitects@gmail.com](mailto:mpr.faarchitects@gmail.com). Any changes to the requirements of the bid documents shall be made by written addendum only, issued by the Warren County General Services Department. 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 County Administrator’s Office, 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630, during business hours (Monday – Friday, 9:00 am – 5:00 pm).

### **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 County 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**

North Warren Volunteer Fire Station Roof Replacement Project

The undersigned Offeror(s) hereby proposes and agrees if the bid is accepted to enter into a contract with the County of Warren for the North Warren Volunteer Fire Station 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 County 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 *excluding* the rigid insulation and nail base.

\_\_\_\_\_ (numbers)  
\_\_\_\_\_ (words)

Unit Price Allowances:

- 1. Unit Price Allowance No. 1: Blown-in Cellulose (Rake end walls are assumed to have insulation behind the gypsum board but provide a square foot cost to insulate with blown-in cellulose if ends are uninsulated. Cellulose manufacturers shall be GreenFiber or equivalent. Provide submittals for approval.)

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

- 2. Unit Price Allowance No. 2: Replace Sheathing (Provide a square foot cost to provide new sheathing in place of any existing sheathing that is deteriorated. The new sheathing shall be APA rated for roofing and for span. The cost shall include materials and installation.)

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

**Alternate Base (Lump Sum) Bid:** The Alternate Base (Lump Sum) Bid shall include all Work required by and in strict accordance with the Bid Documents for this Project *including* the rigid insulation and nail base as well as Unit Price Allowance No. 1 and No 2.

\_\_\_\_\_ (numbers)  
\_\_\_\_\_ (words)

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:**

- A. The purpose and intent of this Invitation for Bids (IFB) is to solicit bids from experienced contractors for the replacement of the roof at North Warren Volunteer Fire Station located in Warren County, Virginia.
- 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. COUNTY RESPONSIBILITIES:**

The General Services Director shall be the primary point of contact for the County 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:

- July 5, 2019: Invitation for Bids distributed
- July 30, 2019 at 11:00 am: Receipt of written bids
- August 6, 2019: Evaluation of written bids and award of contract

## **IV. GENERAL CONTRACT TERMS AND CONDITIONS:**

### **A. Award of Contract:**

- 1. The County 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 County.
- 2. The successful Offeror(s) shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to Warren County General Services Department the contract form and any other forms or bonds required by this IFB. Otherwise, the County may award the Bid to the next lowest responsive and responsible Bidder and keep the Bidder's security deposit, if any.
- 3. The basis of the contract form will be the County's standard form contract.

### **B. Collusion:**

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.

### **C. Controlling Law; Venue:**

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.

### **D. Exceptions to the IFB or Contract:**

Any exception to any provisions of this IFB or County 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 County 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.

**E. Drug-Free Workplace to be Maintained by the Contractor:**

(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.

**F. Employment Discrimination By Offeror Prohibited:**

(Code of Virginia, Section 2.2-4311)

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

**G. Indemnification:**

The successful Offeror(s) agrees to indemnify, defend, and hold harmless the County of Warren, its officers, County 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 County.

**H. Insurance Requirements:**

The successful Offeror(s) shall maintain insurance to protect itself and the County of Warren 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<br>\$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 Warren County, Virginia as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the County at least thirty (30) days in advance.

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

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Warren 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 County's website at [www.warrencountyva.net](http://www.warrencountyva.net) and may be viewed under the Procurement section on the homepage.

**J. No Discrimination Against Faith-Based Organizations:**

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

**K. Severability:**

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.

**L. Subcontracts:**

No portion of the work shall be subcontracted without prior written consent of the County of Warren, Virginia. 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 County 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.

**M. Employment of Unauthorized Aliens Prohibited:**

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.

**N. Authorized to Transact Business in Virginia:**

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 County within the time stated in this agreement or any written extension thereof by the County, the Contractor shall and will pay to the County 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 County's actual damages with precision, the sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the County 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. County 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 County may fully occupy or fully utilize the Project for the use for which it is intended.

#### **V. BID SUBMISSION REQUIREMENTS:**

- A. The County of Warren 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 "North Warren Volunteer Fire Station Roof Replacement Project" no later than **11:00 am on Tuesday, July 30, 2019** either IN PERSON or by SPECIAL COURIER through the U.S. Postal Service to:

Warren County Administration  
Attn: General Services Department  
220 North Commerce Avenue  
Suite 100  
Front Royal, Virginia 22630

- C. This IFB and any addenda are available on the County of Warren website at: [www.warrencountyva.net](http://www.warrencountyva.net). 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 County Administration 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 General Services Department 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 General Services Department in writing of its intentions to modify or withdrawal a bid. Modified and withdrawn bids may be resubmitted to the General Services Department 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 County'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 County 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 General Services Department 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 General Services Department and it shall be signed by the General Services Director or a duly authorized representative. Each Offeror(s) shall be responsible for determining that all addenda issued by the General Services Department have been received before submitting a bid.
- L. All bids received by the General Services Department on time shall be accepted for consideration. All late bids received by the General Services Department 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 County 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 County.

## **VII. BID AWARD PROCESS:**

### **A. Negotiations with Lowest Responsive and Responsible Bidder:**

If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the County 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 County 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 County, in the sole discretion of the County.

**B. Bid Award:**

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 Warren County Government Center, 220 North Commerce Avenue, Front Royal, Virginia 22630.

**VIII. QUESTIONS:**

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

Mary Ryan  
Project Architect  
Fred Andrae Architects  
25 South Royal Avenue  
Front Royal, Virginia 22630  
[mpr.faarchitects@gmail.com](mailto:mpr.faarchitects@gmail.com)