



**PAVILION
INVITATION FOR BID
IFB #PW-2017-04**

Issue Date:	December 27, 2016
Pre-Bid Meeting/Facilities Tour:	January 10, 2017, 9:30 AM
Procurement Contact & Questions:	Kathy Elgin, CPPO Procurement Specialist kelgin@purcellvilleva.gov
Delivery Address:	Town of Purcellville Procurement Office 221 S. Nursery Ave. Purcellville, VA 20134
IFB Due Date:	February 1, 2017, 2:00 PM

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The Town of Purcellville is requesting bids to furnish and construct an 18' X 32' pavilion at Fireman's Field. All fully qualified construction firms are invited to submit a bid in accordance with the requirements of this Invitation for Bid ("IFB") and the Pavilion Contract ("Contract").

- I. SCOPE OF WORK: Furnish and Construct an 18' x 32' metal roofed pavilion on the existing pad site. Work is to include construction drawings and specifications, Town of Purcellville and Loudoun County permits and all materials and labor. Pavilion is to resemble the old pavilion that has been removed and must comply with any historic preservation requirements. Pictures of the old structure are included herein.

Pavilion is to be constructed from White Oak. Site conditions to be modified include:

- Furnish and Construct a 12' x 14' x 3' retaining wall and backfill
- Remove the existing 32' x 50' asphalt pad
- Replace 32' x 50' asphalt pad with a 32' x 50' concrete pad
- Point up the existing chimney

ADD ALTERNATES: Price quote must also include cost to furnish and apply the recommended wood treatment. (note recommended brand on bid form). The Town will add this to the contract if adequate funds are available.

SCHEDULE: This work must be completed on or before April 21, 2017. Bidders must provide a schedule with their Bid that details the work plan necessary to meet this deadline including important milestones for both the Town and the Contractor.

- II. CONTACT FOR COMMENTS CONCERNING SPECIFICATIONS: The Principal Procurement Contact for this solicitation is:

Kathy Elgin, CPPO, Procurement Specialist

Telephone Number: (540) 751-2391

Email: kelgin@purcellvilleva.gov

All questions concerning the specifications, requirements or other provisions of this IFB should be directed in writing not later than five (5) business days prior to the bid due date to Kathy Elgin, who alone is empowered to clarify such inquiries. All questions will be answered via written addenda which will be posted on the Town's website at www.purcellvilleva.gov/bids.aspx.

- III. SITE TOUR: A site tour shall be conducted on January 10, 2017, at 9:30 AM. The tour shall start at the Purcellville Town Hall located at 221 S. Nursery Avenue and continue to the Fireman's Field. It is expected that this Tour will take approximately 1-1/2 hours. No transportation will be provided, as the work site is a short walk from Town Hall.

- IV. ADA ACCOMMODATION: If you require any reasonable accommodation for any type of disability in order to participate in this procurement process, please contact the

Procurement contact listed on the cover of this solicitation.

V. **ETHICS IN PUBLIC CONTRACTING**: The provisions contained in Article 6. Ethics in Public Contracting of the Virginia Public Procurement Act as set forth in the Code of Virginia, as amended apply to this solicitation.

VI. **BID SUBMISSION AND DUE DATE AND TIME**: Place the following fully completed mandatory bid forms in a sealed, opaque envelope marked as follows:

“TOWN OF PURCELLVILLE PAVILION SERVICES BID”

- Bid Identification and References form with full references completed
- Bid Submission Certifications form – all sections initialed by the authorized signatory
- State Corporation Commission Identification Number or Statement as required
- Trade Secrets or Proprietary Information form
- Bid Form with bid for cost per month and fully executed by authorized signatory

Sealed bids must be received by the **BID DUE DATE** by the **BID DELIVERY ADDRESSEE** shown on the cover sheet of this IFB, or as revised via subsequent addenda, if applicable.

Only bids placed on and including all of the mandatory official bid forms will be considered responsive. All bid forms are located in the appendix herein.

It is the sole responsibility of the firm or individual to submit a bid on time. Participants are strongly advised to submit their bids well in advance of the submission deadline. The time of submission shall be solely based on the decision and determination of the Town employee who receives the bid and that decision shall be final. All Bids received late will not be considered and shall be discarded by the Town. No facsimile, email or other digitally transmitted bids shall be considered.

All bids and submitted forms and materials become the sole property of the Town of Purcellville and will not be returned. All costs associated with participation in this solicitation process and IFB shall be the sole responsibility of the participating firms or individuals.

VII. **BID EVALUATION AND WAIVER OF INFORMALITIES**: The award shall be made to the lowest responsive and responsible bidder. The Town reserves the right to waive any informality, cancel the IFB or reject any and all bids after all bids have been examined or to accept the bid of the firm or individual which the Town deems most favorable and in the best interests of the Town. Bids rejected or deemed unresponsive by the Town shall not be returned but will be discarded.

VIII. **WITHDRAWAL OF BIDS**: All bids shall be valid for a minimum period of one-hundred and twenty (120) calendar days from the IFB due date. Bids may be withdrawn only upon written request of the bidder sent to the procurement contact prior to the day and

time of acceptance for bids.

- IX. REFERENCES: The Town will only consider bids from firms or individuals that have demonstrated excellent performance in at least three current contracts involving the construction of buildings comparable in size and nature of that specified herein. All firms or individuals submitting a bid must provide three (3) current business references with full contact information.
- X. FIRM LISTING AND RETENTION: The Town shall retain a list of all firms and individuals that submit a bid. During the duration of the Contract, if the current firm is terminated by the Town, the Town reserves the right to award the remaining duration of the Contract to the firm that submitted the next lowest, responsive bid and so on, with the mutual consent of the firm and Town.
- XI. CONTRACT AWARD AND TIE BIDS: Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted except as provided by law. The Town reserves the right to award the services as a single Contract, to award several Contracts in any combination or award no Contract as deemed in the best interests of the Town as determined by the Town at its sole discretion. Tie bids shall be resolved pursuant to § 2.2-4324 of the Code of Virginia, as amended.
- XII. COMMENCEMENT OF CONTRACT: The Contract will commence upon the issuance of a notice to proceed which will be issued by the Town of Purcellville. The following information, certificates and bonds must be provided to the Town prior to the commencement of the Contract:
- A Certificate of Insurance in full compliance with Section X - Insurance Coverage and Assumption of Risk of the Contract shall be provided to the Town within seven (7) calendar days of the award of the Contract.
 - Evidence of proper licensing in compliance with Section XIII - License Requirements of the Contract shall be provided to the Town within seven (7) calendar says of the award of the Contract.

No Work shall begin under the Contract be made until all provisions of this section has been fully complied with by the successful Contractor.

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PAVILION CONTRACT

- I. PURPOSE: The purpose of the Contract is to furnish and construct an 18' x 32' pavilion at Fireman's Field for the Town of Purcellville.
- II. PARTIES: The parties to the Contract are the Town and the Contractor. At all times during the Contract the Contractor shall be deemed an independent Contractor and not an employee of the Town.
- III. INCORPORATION BY REFERENCE: All provisions, conditions and requirements of the Invitation For Bid dated December, 27, 2016 and all bid forms and certifications of the successful Contractor are incorporated by reference into the provisions, conditions and requirements of this Contract.
- IV. CONTRACT TERM: Work is expected to begin on or after February 6, 2017 and be completed by April 21, 2017.
- V. TERMINATION:
 - A. CONVENIENCE: The Contract may be terminated without cause by either party upon thirty (30) calendar days advance written notice to the other party. All sums earned and due to the Contractor up to the date of termination shall be paid to the Contractor if service quality is deemed satisfactory by the Town at the Town's sole discretion.
 - B. CAUSE: The Town may also immediately terminate this Contract at any time for non-performance, default, quality deficiencies or negligence by the Contractor. The determination of non-performance, default, quality deficiency or negligence by the Contractor will be made solely by the Town at the Town's discretion. Outstanding payments for services due to the Contractor will only be paid upon such termination if the Town, in its sole discretion, finds that the payments are **not related** to any services rendered or incidents by Contractor that are the subject of the Town's finding of non-performance, default quality deficiency or negligence under the Contract.
 - C. NON-APPROPRIATION: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be paid for services performed through the Termination Date.
- VI. BILLING AND PAYMENTS: The Contractor will invoice the Town upon completion of

the work. Payment terms are Net 30 days.

VII. SUBCONTRACTORS: No subcontractors shall be permitted under this Contract without the express written permission of the Town. The Contractor must provide a written request to the Town at least ten (10) days in advance of any work under the Contract by the subcontractor. Such a written request must identify the subcontractor, explain exactly what services the subcontractor will perform and the reason the Contractor is not performing these services, and guarantee that the subcontractor will comply with all the provisions, conditions and requirements of this Contract. The Town, at its sole discretion, will evaluate the request and if the subcontractor request is accepted, the Town will send a written notice to the Contractor. Any accepted subcontractor may perform only those services specifically permitted by the Town as noted in the written notice. Use of a subcontractor does not relieve the Contractor from complying with all provisions, conditions and requirements of the Contract and the Contractor remains solely responsible for such compliance.

VIII. PERFORMANCE SPECIFICATIONS AND SCOPE OF SERVICES:

IX. LEGAL AND SAFETY REQUIREMENTS: The Contractor and all Contractor employees and any authorized subcontractors will be in compliance at all times with:

- All applicable federal, state and local and Town laws, ordinances, policies, regulations and rules concerning this Contract and the services rendered hereunder.
- The Occupational Safety and Health Act of 1970, Public Law 91-956, as amended.

All work and services under the Contract shall be conducted by the Contractor to protect the safety and welfare of the Contractor's employees, officials, patrons and staff of the Town, and the general public. Any dangerous conditions, property damage or injuries shall be promptly reported to the Town by the Contractor.

X. INSURANCE COVERAGE AND ASSUMPTION OF RISK: The Contractor will not commence work under this Contract nor receive any payments due until all insurance requirements herein have been met. A Certificate of Insurance displaying the required coverage and listing the Town of Purcellville as a Named Additional Insured (not certificate holder) shall be provided by the Contractor to the Town within seven (7) calendar days of the award of this Contract.

A. WORKER'S COMPENSATION: The Contractor will maintain statutory Worker's Compensation and Employers' Liability insurance under all Commonwealth of Virginia statutory requirements, to protect the Contractor and the Town from any liability or damages for any injuries, including death and disability, to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

B. LIABILITY INSURANCE: The Contractor shall purchase and maintain with a company or companies authorized to do business in the Commonwealth of Virginia,

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- public liability insurance in the amount of \$2,000,000 combined single limit, which will protect the Contractor, any subcontractors, and the Town against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action, inaction, activity, or operation under this Contract or in connection with the Contractor's services and work under the Contract.
- C. The Contractor agrees to provide the required insurance coverage from companies admitted within the Commonwealth of Virginia with an AM Best's Key Rating of A:VI or higher.
- D. **ASSUMPTION OF RISK:** The Contractor agrees that it shall be solely responsible for its work and every part thereof, and for all materials, supplies, tools, equipment, appliances, and property of any and all description used in connection with the performance under this Contract. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located resulting from any action, inaction, error, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work and services.
- E. **INSURANCE AND CERTIFICATE MODIFICATION:** No change, cancellation, or non-renewal shall be made in any insurance coverage without sixty (60) days written notice to the Town. The Contractor shall furnish a new Certificate of Insurance that complies with all requirements of the Contract 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 work and payments due until the new certificate is furnished to the Town. Such failure shall also serve as grounds for immediate termination of the Contract by the Town at the Town's sole discretion (see Section VI).
- F. The Town of Purcellville shall be named as an additional insured (not certificate holder) in the General Liability policy required in Section XXII. B and it shall be so stated on the Certificate of Insurance **with the provision that this coverage is primary to all other coverage the Town may possess.**
- XI. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend and hold harmless the Town including its Council members, officers, agents, employees, volunteers, agents, Contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature, whether at law or in equity, including attorneys' fees arising or resulting from or in any way connected with the performance of the services by the Contractor, its employees or its agents, assigns or subcontractors under the Contract. The Contractor specifically agrees that it shall at its sole cost and expense, and upon demand of the Town, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the Town, its Council members, officers, agents, employees, volunteers, agents, Contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature brought against the Town, its officers, agents, employees and volunteers arising or resulting from or in

any way connected with the Contract and the action, actions, or inaction of the Contractor, any subcontractor or third party. The attorney(s) selected to defend the Town shall be subject to approval by the Town.

- XII. APPLICABLE LAW AND SEVERABILITY: This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation or action thereto shall be brought in the Courts of Loudoun County. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but the Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- XIII. LICENSE REQUIREMENTS: The Contractor shall meet all applicable federal, state, Town and county licensing requirements. The failure to maintain all required federal, state, Town and county licenses shall be grounds for the Town to withhold payments due until all licensing requirement are satisfied. A failure to meet all applicable licensing requirements shall also be grounds for the immediate termination of the Contract at the Town's sole discretion.
- XIV. COMPLIANCE WITH IMMIGRATION LAW: The Contractor certifies that it does not, and during the performance of this Contract shall not, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- XV. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED: 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 or 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, 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 to meet this requirement.
 - D. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor vendor.

- XVI. 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, 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 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, a "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 this chapter, the employees of whom are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- XVII. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:
- A. All public bodies shall include in every written contract a provision that a Contractor organized as a stock or nonstock 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.
 - B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
 - C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
 - D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required

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under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

- E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XVIII. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS: The Town does not discriminate against faith-based organizations.

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XIX. EXECUTION:

FOR THE TOWN OF PURCELLVILLE:

[Signature Line]

Robert W. Lohr, Jr., Town Manager

[Date Line]

Date

FOR (CONTRACTOR):

[Signature Line]

(Contractor)

[Date Line]

Date

**County of Loudoun
Commonwealth of Virginia**

The foregoing Pavilion Contract was acknowledged before me on behalf of, (Contractor)
_____ this _____ day of _____, 2017.

Notary Public
My Commission Expires: _____
Notary Registration #: _____

STAMP OR SEAL:

**County of Loudoun
Commonwealth of Virginia**

The foregoing Pavilion Contract was acknowledged before me on behalf of the Town of
Purcellville by Robert W. Lohr, Jr., Town Manager, this _____ day of _____,
2017.

Notary Public
My Commission Expires: _____
Notary Registration #: _____

STAMP OR SEAL:

APPENDICES

**MANDATORY BID FORMS AND
CERTIFICATIONS**

BID PRICING

NOTE: Pursuant to the Invitation for Bid #PW-2017-04 the bid below is to provide all materials, labor, supplies, equipment and service to furnish and construct a pavilion at Fireman’s Field for the Town of Purcellville.

PAVILION BID	Bid Price	TOTAL BID
Pavilion & required Site work	<input type="text"/>	<input style="border: 2px solid black;" type="text"/>

NOTE – Indicate the cost of the Wood Treatment in the Bid Price box below. Then add the Total Bid from above to the Wood Treatment Bid Price and Indicate Total Bid amount including Add Alternate to the Total Bid Price below.

ADD ALTERNATES:	Wood Treatment	TOTAL BID PRICE
Wood Treatment	+ <input type="text"/>	= <input style="border: 2px solid black;" type="text"/>

Wood Treatment Recommendation

TAX EXEMPTION: Vendors shall not include local, state or federal taxes in the bid. The Town is tax exempt. A certificate of tax exemption will be furnished upon request.

EXECUTION - To be signed only by the individual(s) with authority to execute Contracts and submit binding bids on behalf of the submitting firm or individual.

Name of Firm:

Name of Signatory:

Title:

Signature: Date:

All bids shall be valid for minimum period of one-hundred and twenty (120) calendar days from the IFB due date.



BID IDENTIFICATION AND REFERENCES

FIRM NAME:

ADDRESS:

CITY: STATE:

ZIPCODE: EMAIL:

TELEPHONE NUMBER(S):

REFERENCES

Please list three **CURRENT** references who can attest to the quality and professionalism of the construction services recently provided by your firm.

1. Firm/Client name:

Contact Name:

Telephone: Email:

2. Firm/Client name:

Contact Name:

Telephone: Email

3. Firm/Client name:

Contact Name:

Telephone: Email

BID SUBMISSION CERTIFICATIONS

Read and initial the following statements prior to submitting a bid. The failure to initial the following statements will result in the bid being deemed unresponsive and discarded. The individual executing the Bid Form is to initial each section below.

Initial Below

The firm or individual submitting the bid is thoroughly familiar with all the requirements of the IFB and the Pavilion Contract and certifies that they agree to, and are fully capable of, compliance with all provisions, conditions and requirements therein in full.

The firm or individual submitting the bid is properly licensed to conduct business within the Town of Purcellville and the Commonwealth of Virginia.

The firm or individual submitting the bid certifies that it does not, and during the performance of this Contract shall not, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

The firm or individual submitting the bid certifies that they are aware that all employees providing services under the Contract must submit to a combination criminal history and sex offender background check and also must be fidelity bonded.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

All bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement entered below describing why the bidder is not required to be so authorized.

Any bidder that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of the Town.

State Corporation Identification Number:

Enter Statement below if required:

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MANDATORY BID FORMS

TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the bidder must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the material submitted does not contain any trade secrets and/or proprietary information.
- Yes, the material submitted does contain trade secrets and/or proprietary information.

If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the bid documents containing such data and/or materials:

The proprietary or trade secret material submitted must be clearly identified by some distinct method such as highlighting or underlining within the body of the bid documents and must indicate only the specific words, paragraphs, pictures or figures that constitute trade secrets or proprietary information. The classification of an entire document, line item prices and/or the bid price as proprietary or trade secrets is not acceptable and will result in rejection of the bid as unresponsive.

State the reason(s) why protection is necessary:

If the data and/or materials to be protected are not identified above and within the body of the documents submitted and the reason(s) for the protection are not provided, the bidder will not have invoked the protection of Section 2.2-4342 (F) of the Code of Virginia, as amended. Accordingly, effective upon award of the Contract, all bid documents will be open and available for public inspection consistent with all applicable law.