Town of Abingdon, Virginia

REQUEST FOR PROPOSAL

ISSUE DATE: November 6, 2015

ACCEPTANCE DATE: November 20, 2015

RFP REFERENCE TITLE: Fields–Penn Temporary Stabilization

ACCEPTANCE: Department of Planning
Town Hall
133 W. Main St. (1st floor)
Abingdon, VA 24201

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010, require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non- registration, per the requirements in Sections 6.26 and 9.17. Please complete the Proof of Authority to Transact Business in Virginia form on page 21 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

Requests for information related to this Proposal should be directed to:

Davis Buckley Architects and Planners
Attention: Thomas J. Striegel, AIA, LEED AP
1612 K Street, NW Suite 900
Washington, DC 20006
(202) 223-1234
E-mail address: tstriegel@davisbuckley.com

This document can be downloaded from our web site:
www.abingdon-va.gov

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

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1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from qualified Contractors to provide general contracting services for the purpose of installing temporary bracing at select deteriorated masonry walls and a structural building monitoring system at the Fields-Penn 1860 House Museum, located at 208 W. Main Street, Abingdon, VA. It is the Town's intent to select a single provider as a result of this RFP.

2.0 COMPETITION INTENDED

It is the Town's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than ten (10) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Fields-Penn 1860 House Museum is a contributing structure to the Abingdon Historic District, which is listed on the National Register of Historic Places. The two story brick Federal style structure has a separate one story, rear brick Kitchen wing, connected by a now enclosed "Dog Trot" and was constructed between 1857 and 1860 by James Fields, a local house builder and brick manufacturer as his personal residence. In 1895 it was sold to George Edward Penn, and it remained in the Penn family for over 75 years. In the early 1990's the Town of Abingdon restored the house and opened it as a museum showing the way of life of a middle class family just before the Civil War.

Since at least the early 1990's Fields-Penn has been exhibiting severe vertical cracks and deterioration in exterior brick masonry walls, predominantly at the northwest corner of the building. A contributing factor to the deterioration of the masonry walls is the existing topography which directs storm water towards the north façade of the building.

4.0 SCOPE OF SERVICES

The intent of the work of this project is to temporarily stabilize the building until long term repairs can be implemented. The scope of work is described in Construction drawings that include specifications, prepared by Davis Buckley Architects and Planners and their consultant, structural engineers MCC-1200 Architectural Engineers, PLLC (1200AE), dated July 13, 2015 and labeled as the "BID SET" describe the required scope of work. This scope generally includes, but is not limited to, the installation of temporary structural bracing / shoring at the exterior masonry walls at the northwest corner of the building, the installation of a structural building monitoring system to allow for the detection building movements. The civil engineering drawings in the Bid Set prepared by A. Morton Thomas and Associates, Inc., for the installation of a future site stormwater drainage system are provided for information purposes only but are considered to be <u>Not In Contract (NIC), with the exception of tree protection and sediment and erosion controls in the area of the proposed shoring</u>. The work to be performed will include furnishing all labor,

materials, supplies, tools, equipment and services required and necessary to perform and complete the project. All proposals must be made on the basis of, and either meet or exceed, the requirements contained in the construction drawings and the Request for Proposal herein.

4.1 Availability of Documents

A. Electronic copies of the Construction Drawings will be posted by 5:00 PM on Monday November 9, 2015 on our website: www.abingdon-va.gov

B. Bidding General Contractor may reproduce the bid documents at their own cost.

C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

5.0 TOWN RESPONSIBILTIES

A. To schedule a site visit please contact Matthew Johnson, Planning Director, Town of Abingdon. Email: mjohnson@abingdon-va.gov , telephone 276-628-3167.

6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the Town terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the Town may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Planning or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Planning or his/her authorized representative(s) acting within their authority for the Town. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

6.2 Contract Period

The Contract shall cover the period from **December 8, 2015** through **March 8, 2016**, or an equivalent period depending upon date of Contract award. This Contract may be renewed at the expiration of the initial term at the request of the Town. The renewal may be for up to one (1) additional one (1) year period. Any renewal shall

be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for the current twelve (12) month period.
Notice of intent to renew will be given to the Contractor in writing, normally thirty (30) days before the expiration date of the current term.

6.3 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Director of Planning. The Contractor must keep the Town advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Town to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.4 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the Town may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the Town for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractors nonperformance shall be deducted from the balance as payment.

6.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in the Town of Abingdon are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.
Questions concerning the BPOL Tax should be directed to the Office of Finance, telephone (276) 628-3167.

6.6 Payment of Taxes

All Contractors located or owning property in Washington County shall assure that all real and personal property taxes are paid.
The Town will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk 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, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the Town, its officers, employees, and agents against any and 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 Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1.	Worker' Compensation:	
	Coverage A:	Statutory
	Coverage B:	$100,000
2.	General Liability:	
	Per Occurrence:	$1,000,000
	Personal/Advertising Injury:	$1,00,0000
	General Aggregate:	$2,000,000
	Products/Completed Operations: Aggregate	$2,000,000
	Fire Damage Legal Liability:	$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
   Combined Single Limit: $1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town. The Contractor shall furnish a new certificate 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.

2. Liability Insurance "Claims Made" basis:
   If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

   a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

   b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self- insured retention applicable to the General Liability and Automobile Liability. The Town reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

   b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide

financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

   b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the Town from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

   c. Any certificates provided shall indicate the Contract name and number.

6. The Town, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Town may possess." (Use "loss payee" where there is an insurable interest).

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

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

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the Town, its officers, employees, and agents.

6.8 <u>Hold Harmless Clause</u>

The Contractor shall, indemnify, defend, and hold harmless the Town from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, “Town” and “Contractor” includes their employees, officials, agents, and representatives. “Contractor” also includes subcontractors and suppliers to the Contractor. The word “defend” means to provide legal counsel for the Town or to reimburse the Town for its attorneys’ fees and costs related to the claim. This

section shall survive the Contract. The Town is prohibited from indemnifying Contractor and/or any other third parties.

6.9 Safety

All Contractors and subcontractors performing services for the Town of Abingdon are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.10 Notice of Required Disability Legislation Compliance *

The Town of Abingdon is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the Town of Abingdon, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do notreceive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.11 Ethics in Public Contracting *

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.12 Employment Discrimination by Contractors Prohibited *

Every Contract of over $10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.

2. 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.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.13 Drug-free Workplace *

Every Contract over $10,000 shall include the following provision:
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 behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.14 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.15 Substitutions

A. Refer to the Construction Notes for substitution requirements and procedures.
B. Substitute Products will be considered when specifically identified and submitted as an attachment to the Bid Form.
C. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed Products.
D. Provide complete information on required revisions to other Work to accommodate each substitution, the value of additions to or reductions from the Bid Sum, including revisions to other Work.
E. Provide Products as specified unless substitutions are submitted in this manner and subsequently accepted.
F. Approval to submit substitution requests prior to submission of Bids is not required.
G. NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Director of Planning. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the Town at its sole discretion.

6.16 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the Town is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.17 Ordering, Invoicing and Payment

By the fifth (5th) day of each month Contractor shall submit Application and Certification for Payment, AIA Form G702 and C0ontinuation Sheet Form G703, or Contractor Form using same format, monthly, notarized, in duplicate, for services and materials installed through the last day of the prior month, with a release of lien statement that is acceptable to the Town.

Applications and Certificates for Payment shall be submitted to the Architect:

Davis Buckley Architects and Planners
Attention: Thomas J. Striegel, AIA, LEED AP, Project Manager
1612 K Street, NW Suite 900
Washington, DC 20006

All such invoices will be paid within forty-five (45) days by the Town unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.18 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the Town for work performed by a subcontractor under this Contract, the Contractor shall either:

A. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under this Contract; or
B. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.
Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.
The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.19 Assignment of Contract *

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.20 Termination

Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the Contractor; but 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 or services are completed and accepted.

A. Termination for Convenience

The Town may terminate this 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.

C. 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 this 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 but not amortized in the price of the supplies or services delivered under the Contract.

6.21 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent 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 Purchasing Agent 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 services. If the claim is not disposed of by agreement, the Purchasing Agent 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 Purchasing Agent'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 designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.22 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire 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.

6.23 Applicable Laws/Forum *

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Washington. Contractor expressly waives any objection to venue or jurisdiction of the Washington County Circuit Court, Washington County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Washington County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.24 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) deposited in the United States mail, postage prepaid, certified or registered, (d) sent by email, addressed as follows:

Davis Buckley Architects and Planners
Attention: Thomas J. Striegel, AIA, LEED AP
1612 K Street, NW Suite 900
Washington, DC 20006
(202) 223-1234
E-mail address: tstriegel@davisbuckley.com

6.25 Licensure

To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia) or the Town of Abingdon, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.26 Authority to Transact Business in Virginia *

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 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the Town pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Town may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.27 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the Town of Abingdon. Therefore, except as required by law, the Contractor agrees that its employees will not:

A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
B. Access or attempt to access information beyond their stated authorization.
C. Disclose to any other person or allow any other person access to any information related to the Town or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data. The Contractor understands that the Town, or others may suffer irreparable harm by disclosure of proprietary or

confidential information and that the Town may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Town as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

6.28. Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The Town Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

A.	Credentials and Related Experience	(25 points)
B.	Quality Control Process	(20 points)
C.	Accessibility and Customer Services	(15 points)
D.	Compliance with Contract Terms and Conditions	(5 points)
E.	Proposed Contract Time to Complete Work	(5 points)
F.	Cost of Services	(30 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

A. Credentials and Related Experience

1. Describe your firm's qualifications and experience related to shoring, repairs and renovations to similar historic buildings and historic structures.
2. Identify full and part-time staff; proposed consultants and subcontractors who may be assigned to work directly on this project. Include a brief synopsis and/or resume for each staff member's education, qualifications, certification/accreditations and experience in providing the services as described in the RFP and in the Construction Drawings.
3. Provide at least three (3) references where similar services have been performed and must include organization names, addresses, names of contact persons, telephone numbers and email addresses.

B. Describe any special conditions required to complete the proposed work.

C. Provide certificates or proof of liability insurances, personal injury, property damage, and workers compensation insurances.

D. Please attach a lump sum bid form (attached) which has been completed, dated, and signed as a part of this proposal.

E. Copies of W-9 forms.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.

B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.

C. All proposals must be submitted to the Director of Planning in a sealed container. The face of the sealed container shall indicate the time and date of opening and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.

F. Proposals must be received by the Director of Planning prior to 5:00 p.m., local Atomic time on November 20, 2015. Atomic time can be verified by visiting http://www.time.gov/timezone.cgi?Eastern/d/-5/java . Requests for extensions of this time and date will not be granted, unless deemed to be in the Town's best

interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the Town after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

G. Proposals may be either mailed or hand delivered to Matthew Johnson, AICP, 133 W. Main St. Abingdon, VA 24210.

H. Each offeror shall submit one (1) original and four (4) copies of their proposal to the Planning Department as indicated on the cover sheet of this RFP.

9.2 Questions and Inquiries

Questions and inquiries, will be accepted from any and all offerors and must be submitted in writing to the Architect, by email or regular mail. Unauthorized contact with Town of Abingdon staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP title, time and date due for the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least seven (7) days in advance of the proposal due date. It is the responsibility of all offerors to ensure that they have received all Addenda and to acknowledge the receipt of all Addenda on the Bid Form.

9.3 Completion

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the Town's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded.

9.4 Firm Pricing for Town Acceptance

Proposal pricing must be firm for Town acceptance for a minimum of ninety (90) days from proposal receipt date. “Discount from list” proposals are not acceptable unless requested.

9.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror’s information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign. If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.7 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The Town reserves the right to reject the successful offeror’s selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town’s approval.

9.9 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.10 Rights of Town

The Town reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the Town. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.11 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.12 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The Town reserves the right to accept or reject any proposed change to the scope.

9.13 Miscellaneous Requirements

A. The Town will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the Town.

D. The Town reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town. Offerors whose proposals are not accepted will be notified in writing.

9.14 Notice of Award

Notice of Award will be posted on the Town's website at www.abingdon-va.gov.

9.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

9.16 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the Town, or in a procurement involving federal funds, by the Federal Government.

9.17 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described

herein 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 thissection is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/default.aspx.

9.18 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.19 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

9.20 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the Town.

Town of Abingdon, Virginia

Department of Planning
Town Hall
133 W. Main St. (1st floor)
Abingdon, VA 24201

RFP FOR FIELDS-PENN TEMPORARY STABILIZATION

PROPOSAL SUBMISSION FORMS

THE FIRM OF:_____

Address:_____

_____

FEIN:_____

Hereby agree to provide the requested services as defined in Request for Proposal

Title: ***Fields-Penn Temporary Stabilization*** for the price as stated in the price proposal.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificates of Insurance:	_____
3. Lump Sum Proposal for Main Scope	_____
4. Lump Sum Proposal for Main Scope + Alternate	_____
5. Proof of Authority to Transact Business in VA	_____

6. Acknowledgement that the following Addenda, if any, were received: _____

_____

Town of Abingdon, Virginia

Department of Planning
Town Hall
133 W. Main St. (1st floor)
Abingdon, VA 24201

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein 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 Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the Town of Abingdon, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is
.

B. Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

_____
Legal Name of Company (as listed onW-9)

_____
Legal Name of Bidder/Offeror

_____
Date

_____
Authorized Signature Printed Name and Title

Town of Abingdon, Virginia
Department of Planning
Town Hall
133 W. Main St. (1st floor)
Abingdon, VA 24201

RFP FOR FIELDS-PENN TEMPORARY STABILIZATION

BID BREAKDOWN FORM

1. Lump Sum Bid Price:_____ (dollars)

   $_____._____.

2. This Lump Sum Bid Price is broken down as follows:

	Subtotals	Division Totals
Division 1 – General Conditions		_____
1. Project Management and Site Supervision	_____	
2. Construction Facilities and Temporary Controls	_____	
Division 2 – Sitework		_____
1. Erosion and Sediment Control	_____	
2. Earthwork, Including Final Stabilization	_____	
3. Tree Protection	_____	
4. Adjustment/removal of On-site Appurtenances (picnic tables, fences, etc.)	_____	
Division 3 – Concrete		_____
1. Concrete	_____	
Division 5 - Metals		_____
1. Engineering	_____	
2. Shoring Steel Bracing Elements	_____	
Division 6 – Wood and Plastics		_____
1. Miscellaneous Carpentry	_____	
Division 13 – Special Construction		_____
1. Structural Monitoring System	_____	
Overhead		_____
Profit		_____
TOTAL LUMP SUM BID		_____

_____

Signature Date

_____

Typed or Printed Name or Title

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