



# TOWN OF OCCOQUAN

Circa 1734 • Chartered 1804 • Incorporated 1874  
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**TOWN COUNCIL**  
 Elizabeth A. C. Quist, Mayor  
 Patrick A. Sivigny, Vice Mayor  
 J. Matthew Dawson  
 Jim Drakes  
 Cindy Fithian  
 Joe McGuire

**TOWN MANAGER**  
 Kirstyn Barr Jovanovich

## INVITATION FOR BID (IFB) # 2017-001

### Recreational Trails Program and Federal Highway Administration CFDA Number 20.219 - Occoquan River Water Trail Access - Installation of a Non-motorized Watercraft Launch Under Route 123 Bridge

**Issue Date: March 15, 2017 • Due Date/Time: April 21, 2017 - 2:00 P.M. Local Prevailing Time (LPT)**

Project Manager: Bruce A. Reese, PE, LS, Town Engineer - Email Address [Bruce@Legacy-Eng.com](mailto:Bruce@Legacy-Eng.com)

**PROPOSAL SUBMISSION:** Sealed proposals must be received prior to the Due Date/Time above, for furnishing the services described herein at the following address. Any proposals received after the stated time and date will be returned unopened. Delivery address:

Town of Occoquan Town Hall at 314 Mill Street, Occoquan Virginia 22125

**PRE-PROPOSAL CONFERENCE:** An optional pre-bid conference will be held at 3:00 P.M. on April 4, 2017 located in the Town Hall, 314 Mill Street, Occoquan Virginia 22125. The purpose of this conference is to allow Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The site will also be available for visitation. While attendance is not mandatory, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, then it is the Offeror's responsibility to contact the Project Manager, whose name appears on the face of this solicitation, in writing, no later than April 14, 2017. **Oral requests for information will not be accepted.** No further written inquiries will be accepted after 4:30 P.M. local time on April 14, 2017. Any revisions to the solicitation will be made only by an addendum issued by the Project Manager named above. Any addenda, notifications, extensions, cancellations or changes will be posted on the Town's website at [www.occoquanva.gov](http://www.occoquanva.gov) and/or the Commonwealth of Virginia's e-procurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov). No other notification is required. It is the responsibility of the prospective Offeror to obtain all current information from either the Town website or the eVA website.

*The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

Class A Contractor License: \_\_\_\_\_

Contractor Lic. Expiration: \_\_\_\_\_

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



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## **I) SUBMISSION OF BID**

### **A) Scope and Specifications of Procurement**

The Town is soliciting Procurement of delivery and construction of an accessible non-motorized watercraft launch at the Town's municipal parking lot under the Route 123 bridge over the Occoquan River. The specifications for this Procurement are as follows:

☐ Goods                      ☐ Services                      ☐ Insurance                      ☒ Construction

General description of the subject of Procurement: delivery and construction of an accessible non-motorized watercraft launch at the Town's municipal parking lot under the Route 123 bridge over the Occoquan River. The project will include modifications to the Town's parking area, a deck receiving area, and gangplanks from the deck to a floating non-motorized launch area.

Delivery schedule: Project shall start on July 5, 2017, and shall be completed within 120 days.

Work will not be allowed on the following dates, during which time the site must be presentable and safe: June 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> (Spring Craft Show), September 22<sup>nd</sup>, 23<sup>rd</sup>, and 24<sup>th</sup> (Fall Craft Show).

Procurement by the Town is governed by the policies listed below and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended but only to the extent that any such law is mandatorily applied to towns with a population of less than 3,500. All Bidders are referred to the specific provisions of that Manual and law for guidance in dealing with Invitations to Bid. If an inconsistency exists between the Specifications of this Invitation to Bid, the General Provisions, Contract, or other included document, or the policies listed below and Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- 1) Virginia Public Procurement Act, as amended, but only to the extent that any such law is mandatorily applied to towns with a population of less than 3,500.
- 2) The specifications of this Invitation to Bid (this section I) - Construct dock and gangways to allow handicap access to an EZ Launch® Accessible Transfer System Kayak/Canoe Launch. Construction will follow the attached "Site Plan – River Walk Extension & Canoe/Kayak Launch," dated 7/21/16, signed approved by the Mayor 10/4/16 and the attached "Details Showing Proposed Improvements Riverwalk Canoe Launch," dated 10/9/12, as amended, February 13, 2017.
- 3) The Contract.
- 4) The general provisions of this Invitation to Bid (Sections II – V).

## **B) Regulatory Compliance**

The Contractor shall comply with the following federal, state and local regulations and permits which specifically apply to the Contract:

- 1) Partial funding for this project is being provided by the Recreational Trails Program (RTP) of the Federal Highway Administration (FHWA) administered in Virginia by the Department of Conservation and Recreation (DCR) and must be undertaken in accordance with the RTP guidance of the FHWA and the with 2, 23 and 49 of the Code of Federal Regulation (CFR). The right of way associated with this project has been determined to be a component of a Federal-Aid highway. As such, the RTP project must comply with the Davis-Bacon Act and is subject to 23 U.S.C.,
- 2) The following permits and/or guides:  
VDOT permit 948-46789 (attached)  
COE Permit 13-RP-19, NAO 2012-01754/12-V1293, dated 8/13/13 (attached)  
VMRC Permit #12-1293 (attached)  
DCR Virginia Recreational Trails Program 2016 (attached)  
Such other permits which may be issued for this project,
- 3) The Town of Occoquan will issue a Land Disturbance Permit prior to commencement of the work. Fees and application for such will be the responsibility of the Town, but the provisions of that permit will be the responsibility of the Contractor,
- 4) The Virginia Marine Resources Commission permit VMRC #12-1293 contains a provision that the "Permittee agrees not to conduct any of the authorized instream work between February 15 and June 30 of any year to minimize adverse impacts on anadromous fish species (attached),
- 5) Virginia Department of Transportation Special Provision for Use of Domestic Material, dated July 26, 2013 (attached),
- 6) Federal Aid Construction Contracts – Required Contract Provisions, FHWA 1273 (Davis Bacon) and attached,
- 7) Department of Conservation & Recreation, Disadvantaged Business Enterprise (DBE) Policy and Plan for Virginia Recreational Trail Program, initiated August 2006 (attached).

## **C) Insurance Checklist**

The minimum limits of the Contractor's liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. With all types of required insurance except Worker's Compensation, the Contractor must add the Town as an additional insured. Proof of

insurance and certificates showing the Town as an additional insured are not required at the Invitation to Bid stage but are a condition precedent to the award of a Contract.

1) Worker's Compensation

☒ X REQUIRED    ☐ NOT REQUIRED

- a) State.....Statutory
- b) Applicable Federal .....Statutory
- c) Employer's Liability.....\$100,000
- d) Benefits Required by Union Labor Contractors .....As Applicable

2) Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage):

☒ X REQUIRED    ☐ NOT REQUIRED

a) Bodily Injury:

\$3,000,000.....Each Occurrence

\$6,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

- c) Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis.

d) Contractual Liability (Hold Harmless Coverage):

i) Bodily Injury:

\$3,000,000.....Each Occurrence

\$6,000,000.....Aggregate, Products & Complete Operations

ii) Property Damage:

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

e) Personal Injury, with Employment Exclusion deleted:

\$ 2,000,000.....Aggregate

3) Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

X  REQUIRED         NOT REQUIRED

a) Bodily Injury:

\$3,000,000.....Each Occurrence

\$6,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

**D) Type of Contract**

The Town is anticipating the award of a contract on a  X  firm fixed price /  
     estimated quantities /      requirements /      hourly rate/      percentage basis.  
(If no blank is checked, the Town anticipates awarding a contract on a firm fixed price  
basis.)

**E) Questions and Comments Regarding Terms of the Invitation to Bid and  
Modification of Terms**

A Bidder may submit questions and comments regarding this Invitation to Bid only to the  
Town Manager's Designee(s) for this Invitation to Bid, and those questions must be  
submitted in writing. To receive an answer, all questions must be submitted no later than  
4:30 P.M. on April 14, 2017. The Town may also issue clarifications or modifications of  
the terms of the Invitation to Bid even if no Bidder requests it.

A non-mandatory pre-bid conference will be held on April 4, 2017 at 3:00 PM at the  
Town of Occoquan Town Hall at 314 Mill Street, Occoquan, Virginia 22125. The site  
will be available for tours and questions can be posed for consideration. Questions posed  
during the pre-bid conference will be addressed as outlined in the following paragraph.

Any revisions to the terms of the Invitation to Bid will be made only by written  
addendum issued by the Town Manager's Designee, no later than three (3) days before  
the date set for opening of the Bids. The Bidder will not rely on any information  
provided orally, or by anyone other than the Town Manager's Designee.

**F) Method for Making Submission**

- 1) **Contents of submission:** Bidders shall submit one (1) original of the completed Bid Submission Form and Bidder Information Form and all supporting documentation. In addition, the submission shall include an electronic version of the bid as a PDF file on a compact disk or flash drive. The signed forms must be returned in a separate envelope or package, sealed, addressed as directed on the cover page, and identified as follows:

From:

_____ Name of Bidder	_____ Due Date	_____ Due Time
_____ Street/Box Number	_____ IFB Title	_____ IFB Number
_____ City	_____ State/Zip Code	_____ Name of Buyer

Bids sent via express delivery service must be sealed in an envelope inside the express container. The bidder assumes the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the Town for the premature opening of a bid not properly addressed and identified as specified herein.

- 2) **Determination of deadline:** The official time used in the receipt of Bids is established by the Town Manager's Designee.
- 3) **Place for submission:** Bids must be received at the place stated on the cover page of the Invitation to Bid. Bidders who use a delivery company, U.S. Mail, or courier bear the risk that the bid will not be received at the correct location by the deadline.
- 4) **Extension of deadline:** Before the deadline passes, the Town may extend the date and time for opening of Bids or change the location of the bid opening if it believes it is necessary and in the best interest of the Town. If that happens, all Bidders will be notified of the new date and time or new location and Bids already received will not be opened until the new date and time.
- 5) **Process for receipt of bids:** At the bid opening, the responsible Town employee shall receive bids, open them, and read aloud the names of the Bidders that submitted Bids. The amount of each Bid, however, will not be read at that time and will not be made known to other Bidders until a decision is made as to whether to award a contract or cancel the Invitation to Bid. Thereafter, the provision on Examination of Documents, V(C), applies to release of bid data.



## **G) Bidder Information Form and Certifications**

- 1) **Bidder Information Form:** The Bidder must complete and file responses to questions posed in the attached Bidder Information Form and demonstrate to the satisfaction of the Town that it has the capability to perform the Contract.
- 2) **Certifications:** The Bidder shall certify, through execution of the Certification portion of the Bidder Information Form, that the following statements are true and not misleading:
  - a) That its Bid is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud;
  - b) That it is not currently debarred by the Commonwealth of Virginia or the Town from submitting Bids on contracts for the Goods, Services, Construction or Insurance that is the subject of this Invitation to Bid, nor is the Bidder an agent of any person or entity that is currently so debarred.
  - c) That it has not offered or conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than Nominal Value or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
  - d) That to the best of its knowledge no Town official or employee having official responsibility for this Invitation to Bid or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information required above may result in suspension or debarment of the Bidder, rescission of the Contract, or reduction in payment under the terms of the Contract of the value of such benefit.
  - e) That it has submitted a single Bid.
  - f) That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the Town awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.
- 3) **Duty to supplement:** If the Bidder becomes aware of any information which makes any part of the Bidder Information Form or Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading, the Bidder will immediately bring that information to the attention of the Town Manager's Designee.

## **H) Compliance with Directions**

The Bidder shall comply with all procedural instructions that may be issued by the Town.

## **II) EVALUATION OF BID**

### **A) Net Prices and Delivery Terms; Tax Exemption and Responsibility**

- 1) Net prices:** Prices for Goods, unless otherwise specified, must be net, F.O.B. and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the Town of Occoquan, Virginia, unless otherwise specified in this Invitation to Bid, and subject only to any discount for prompt payment that may be provided by Bidder. Extra charges not made a part of the Bid price will not be allowed.
- 2) Default delivery schedule:** Unless otherwise specified on the Bid Submission Form or in the Specifications, delivery is to be made between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday except on Town holidays and days when inclement weather shuts the normal operations of the Town government. Delivery and invoicing must be received within 30 working days of receipt of purchase order.
- 3) Prices to remain firm:** If a Contract is awarded, the prices offered by the successful Bidder shall remain firm for the period of the Contract.
- 4) Tax exemption:** The Town is exempt from state and federal taxes. The Town will not pay any tax charges assessed on Goods, Services, Construction or insurance provided by the Bidder. The Town will not indemnify the Bidder against any tax charges. Any tax assessed against the Bidder as a result of the contract resulting from this Invitation to Bid is the responsibility of the Contractor. However, when under established trade practice any Federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Town.

### **B) Required Elements of Bid Package**

To be considered, the Bid must contain the completed Bid Invitation Form, any bid bond required, the Bidder Information Form with Acknowledgement of Receipt of Addenda Form, and any other documents, samples, or information required by the terms of the Invitation to Bid. Incomplete Bids will be rejected as non-responsive unless the omitted material constitutes an Informality. Any Bidder which submits a Bid agrees that such Bid becomes the property of the Town and all costs incurred for its preparation are the responsibility of the Bidder. Information written on the outside of an envelope containing a Bid will be disregarded; any Bidder wishing to amend a previously

submitted Bid must timely submit a new complete Bid package that expressly supersedes all previous ones.

**1) Completed Invitation to Bid forms:**

All information required by the Invitation to Bid must be supplied before the Due Date and time for submission of Bids in order for a Bid to be considered complete and responsive. Bids cannot be modified after they are opened.

**2) Required permits, bonds and licenses:**

- a) By submitting a Bid, Bidder represents that it has or can acquire all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property, as of the date of performance.
- b) If this Invitation to Bid is for Construction with a total cost of \$250,000 or more or if the blank for bid bond is checked on the Cover Sheet (page 2) of this Invitation to Bid, the Bidder must provide a bid bond with its bid. If this Invitation to Bid is for Construction with a total cost of \$100,000 or more or if the blank(s) for performance and payment bonds are checked on the cover sheet of this Invitation to Bid, the Bidder represents that it is able to obtain the required bond(s) before it begins performance under the Contract. If a Bidder fails to obtain a required performance or payment bond, the Town will reject the Bidder's bid and, if a Contract is awarded to the next-lowest Responsive and Responsible Bidder, the Town will call the bid bond of the Bidder who was unable to obtain the performance or payment bond. Bonding requirements are not waivable except by canceling the Invitation to Bid and issuing a new one without the bond requirement.

**3) Acknowledgment of receipt of all addenda:**

The Bidder will complete and execute the Acknowledgment of Receipt of addenda form.

**4) Descriptive literature and specifications:**

- a) Except where the Bidder intends to provide the Brand Names identified in the Invitation to Bid or follow blueprints or similarly detailed specifications, the Bidder shall clearly and specifically identify the Goods, Services, insurance or Construction being offered and shall enclose complete and detailed descriptive literature and specifications with the Bid to enable the Town to determine if the Bid meets the requirements of the Invitation to Bid. The Bidder is responsible for clearly and specifically indicating the Goods, Services, insurance or Construction being offered and for providing sufficient descriptive literature, samples, catalog cuts and/or technical detail to enable the Town to determine if the Bid meets the requirements of the Invitation to Bid. Only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive.

- b) Unless the Bidder clearly indicates in its Bid that the product offered is an “equal” product, its Bid will be considered to offer the brand name product referenced in the Invitation to Bid.
- c) Unless otherwise expressly provided in the specifications, the name of a certain brand, make or manufacturer shall not restrict Bidders to the specific brand, make or manufacturer named but conveys the general style, type, character, and quality of the article desired. The Town Manager’s Designee for this Invitation to Bid shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

### **C) Bid Form and Evaluation of Alternates**

- 1) **Waiver of Informalities:** The Town reserves the right to waive any Informality in any Bid. However, Bids which are received after the date and time specified for the opening of Bids will be neither opened nor considered.
- 2) **One Bid received:** When only one Bid is received and it is from a Responsive and Responsible Bidder, the Invitation to Bid may be canceled or a Contract may be awarded to the low Bidder if the price bid is reasonable and in the best interest of the Town. When only one Bid is received for an item in an Estimated Bid Quantities or Requirements Invitation to Bid, the Town will award a contract for that item if the price bid is reasonable and in the best interest of the Town; otherwise, the Town will not make an award of bid on that item.
- 3) **Tests and inspections:** The Town reserves the right to conduct any test or inspection it may deem advisable to ensure the proposed Goods or Services conform to the specifications of this Invitation to Bid.
- 4) **Method of evaluating lowest bid:** Unless otherwise expressly stated in this Invitation to Bid, the Town will determine the lowest Bid(s) on the following basis, depending on the type of Contract:
  - a) For Firm Fixed Price Contracts, on the basis of the total cost of the base bid, without regard to any alternates. Alternates may be made part of the award to the lowest responsive and responsible bidder at the discretion of the Town to the extent of available funds.
  - b) For Estimated Bid Quantities Contracts, on the basis of the total cost of all items measured by the Estimated Bid Quantities, without regard to any alternates. Alternates may be made part of the award to the lowest responsive and responsible bidder at the discretion of the Town to the extent of available funds.

- c) For Requirements Contracts, on the basis of the lowest bid for each item's unit cost, with a contract to be awarded to each Responsive and Responsible Bidder that submits the lowest bid on at least one item, as to those items for which the Bidder submitted the lowest bid.
- d) For Hourly Rate Contracts, on the basis of the hourly rate. No mark-up will be allowed on materials, which must be obtained at the most economical price consistent with the needed quality. Travel will be reimbursed at the rate provided for by IRS regulation.

#### **D) Determining if Bidder is Responsible**

- 1) **Award only to a "Responsible Bidder":** The Contract shall only be awarded to a Bidder that, through evidence submitted or information available to the Town, has shown that it has the capability, in all respects, to perform fully the contract requirements and has shown that it has the moral and business integrity and reliability that will assure good faith performance.
- 2) **Additional information:** The Bidder, if requested, must present within two business days, evidence satisfactory to the Town of the Bidder's ability to perform the Contract and possession of necessary facilities, financial resources, and adequate Insurance to comply with the terms of this Invitation to Bid and any resulting Contract. The Town reserves the right to inspect the Bidder's physical facilities and conduct additional investigation prior to award to satisfy questions regarding the Bidder's capabilities.
- 3) **Bidder in default:** No Contract will be accepted awarded to any Bidder that is in arrears, or is in default to the Town upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the Town, until all such debts are paid. A Bidder which previously defaulted on a Contract with the Town may be disqualified for a period of time, depending on the size of the defaulted Contract and the circumstances of the default.
- 4) **Process for determination:** The Town shall follow the process set forth in Virginia Code § 2.2-4359 before making a determination of nonresponsibility.

#### **E) Exceptions to Terms of the Invitation to Bid**

Bidders are encouraged to use the question and comment process provided in paragraph I)E) of this Invitation to Bid. A Bidder may take exception to the terms of the Invitation to Bid by making the exceptions clear in writing attached to the Bid and suggesting alternatives that will meet the Town's needs as identified in the Invitation to Bid. However, if the exceptions involve more than minor variations or if they negatively affect the price, quality, quantity or delivery schedule for the Goods, Services, or Construction being procured, then the Bidder's Bid will be rejected.

#### **F) Bid Acceptance Period**

Unless withdrawn under the terms of this provision or as otherwise provided in this Invitation to Bid, the Bidder's Bid is binding upon the Bidder for at least ninety (90) calendar days following the Invitation to Bid Due Date. This ninety-calendar day acceptance period may be extended by mutual agreement of the Bidder and Town in writing signed by the Town Manager's Designee and the Bidder's Contact Person as identified on the Bidder Information Form. Bidder further agrees and understands that (except to the extent of any bid bond and the requirement to indemnify the Town for costs incurred in protection of the Bidder's confidential information under V(C)3)) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is signed, executed and exchanged by and between the Bidder and the Town. Except where the Town Manager, Procurement Officer, or other Town officer or employee is authorized to execute Contracts under Town Policy, no Contract with the Town can be executed or has any effect until the Town Council approves it by recorded affirmative vote.

#### **G) Withdrawal of Bids**

Withdrawal of Construction Contract Bids is strictly governed by Virginia Code § 2.2-4330, which is hereby adopted for all Town Invitations to Bid and incorporated mutatis mutandis herein. If a Bid may be lawfully withdrawn under said Section, notice of withdrawal must be provided in writing within two (2) business days after the Bid opening, pursuant to method (i) in § 2.2-4330A.

### **III) METHOD OF AWARD OF CONTRACT**

#### **A) Award to Lowest Responsive and Responsible Bidder**

The Town is not at liberty to change the terms of the bargain after the opening of Bids. Award will be to the lowest responsive and responsible Bidder unless multiple awards are made, in which case the award will be in accordance with the terms of this Specification. If available funds are less than the lowest bid from a Responsive and Responsible Bidder, then the Town may negotiate with the lowest Responsive and Responsible Bidder to obtain a price within available funds. The negotiations may vary the quantity, quality, type, delivery schedule, scope or extent of the Goods, Services, insurance or Construction to be obtained, and/or the base term or extension term(s) of the Contract.

The Town expressly reserves the right to reject all bids if such action is deemed to be in its best interest. The reasons for such rejection shall be made part of the contract file. The Town will not reject all bids solely to avoid awarding a Contract to a particular Responsive and Responsible Bidder. The Town may reissue the Invitation to Bid if doing so is in the public interest.

**B) Award in Whole or in Part**

Based on its evaluation of Bids as provided above, if the Town does not reject all Bids it will award a Contract for all or part of the Procurement to the Bidder or Bidders submitting the best Bid or Bids with respect to the items in question. A partial award will be made only where the subject of the Procurement permits division based on units, phase, or other elements separately priced in the Bidder submission.

**C) Multiple Awards**

Except with a Requirements Contract, a Contract for Non-Professional Services, or as expressly provided otherwise in the Specifications, the Town will award a single Contract.

**IV) FORM OF CONTRACT AND RELATED DOCUMENTS**

**A) Use of Town Standard Form Contract**

Unless otherwise specified in this Invitation to Bid, use of the General Conditions of the Construction Contract and the Town of Occoquan Standard Contract for Construction, both attached hereto, are mandatory for Competitive Sealed Bidding.

**B) Use of AIA and Similar Forms**

If a Bidder wishes to use copyrighted forms, it shall provide the forms and indemnify the Town against any infringement by their use. The Town does not permit the use of Engineers Joint Contract Documents. All forms submitted for use are subject to amendment by the Town for consistency with State law, Town Policy, this Invitation to Bid, and the best interests of the Town.

**C) Differing Terms in Contractor-Supplied Forms**

No term in a Bidder-supplied form may alter, contradict, or supersede the terms in this Invitation to Bid and the resulting Contract.

## V) MISCELLANEOUS

### A) Authority of Agents

- 1) **Bidder's agent:** Each Bid, and any Contract, must be signed by a person authorized to bind the Bidder to a valid Contract with the Town. For a sole proprietorship, the principal may sign. The Town may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Contract void if it is in its best interest to do so.
- 2) **Town's agent:** The Town Manager has the final responsibility and full authority for issuance of invitations to bid, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the Town of Occoquan. Where permitted by Town Policy, the Town Manager may execute Contracts in the name of the Town. The Town Manager may delegate authority to Administrative staff by general assignment or by specific authorization in an Invitation to Bid. No other Town officer or employee is authorized to add to, vary, or waive terms of the Invitation to Bid, place purchase orders or issue notices to proceed, enter into purchase negotiations or contracts, or in any way obligate the Town for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The Town will not honor or ratify any void action of its employees or agents.
- 3) **Non-appropriation:**
  - a) The authority of agents for the Town is limited by appropriations. In subsequent fiscal years, the Town may reduce or eliminate appropriations related to the procurement which is the subject of this Invitation to Bid without liability to the Bidder or any third party.
  - b) By issuing this Invitation to Bid, the Town Manager represents that sufficient appropriations have been made to meet the estimated cost of the procurement in the current fiscal year.

### B) Cooperative Procurement

If authorized by the Bidder, any Contract resulting from this Invitation to Bid may be extended to other jurisdictions. The Bidder shall indicate whether it is willing to contract with other agencies on the Cooperative Procurement Form.

### C) Examination of Documents

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or



representative of the news media in accordance with the Virginia Freedom of Information Act.

- 1) **Estimates:** Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 2) **Prior to award:** Any Bidder upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening of all Bids, but prior to award, unless the Town decides not to accept any of the Bids and to reissue the Invitation to Bid. Otherwise, Bid records shall be open to public inspection only after award of the Contract or the decision neither to award the Contract nor to reissue the Invitation to Bid. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 3) **Trade secrets:** Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act if the Bidder invokes the protection of this provision in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Bidder agrees to indemnify the Town for any costs, including attorney's fees, incurred defending that Bidders' protected information in any action under the Virginia Freedom of Information Act.

#### **D) Definitions**

Capitalized terms that are defined in the VPPA or Town Policy have the same meanings in this Invitation to Bid as are given in that law or policy. Capitalized terms not defined in the VPPA or Town Policy but used in this Invitation to Bid have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

- 1) **Bid:** An offer of a price or prices submitted in response to this Invitation to Bid.
- 2) **Bidder:** The person or business entity submitting a bid in response to this Invitation to Bid. For purposes of provision dealing with collusion and conflict of interest, it includes all of the business entity's departments, divisions, affiliates and interconnected business entities.
- 3) **Town:** The Town of Occoquan or its authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Town Manager or the Town Manager's Designee may always act on behalf of the Town.

- 4) **Town Manager's Designee:** The person designated as having authority to bind the Town with regard to this Invitation to Bid and identified as such on the cover sheet of this Invitation to Bid or by addendum.
- 5) **Due Date:** The date stated on the cover page of this Invitation to Bid for receipt and opening of the Bids.
- 6) **Estimated Bid Quantities:** In this type of contract, the Town estimates its needs in advance and the Bidder bids prices for each of these items. The Town does not guarantee buying its estimated quantities or any given quantity from the selected Bidder, and may purchase the items covered by the award through other Procurement transactions. For each shipment of Goods, the Town will issue a purchase order.
- 7) **Firm Fixed Price:** In this type of contract, the Bidder submits a flat price for the entire Procurement. This does not preclude additions or deletions on a unit price basis where provided for in the Invitation to Bid.
- 8) **Hourly Rate:** In this type of contract, the Bidder submits a stated hourly rate for the work to be performed. The Bid may include reimbursement for incidental expenses, such as materials and travel, only if expressly provided for in the Invitation to Bid.
- 9) **Non-Professional Services:** All services other than Professional Services.
- 10) **On Call:** Services that a Bidder makes available at an Hourly Rate when needed by the Town. No particular amount of work is guaranteed. If the Specifications do not give minimum response times or similar measures of performance, then it is implied that recognized industry standards or the Bidder's published standards apply, whichever is more beneficial to the Town.
- 11) **Percentage:** In this type of contract, the Bidder is compensated with a percentage of the construction cost. The percentage is negotiated prior to any contract award.
- 12) **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
- 13) **Requirements:** In this type of contract, the Bidder submits a Bid to supply the Town's needs for all Goods meeting the specifications. Except in an emergency, the Town will not obtain the specified Goods from a different source. For each shipment of Goods, the Town will issue a purchase order.
- 14) **Using Department:** The Town's administrative department. The initial Contract Administrator will be the Town Engineer.
- 15) **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.

**E) Nondiscrimination; Participation of Small Businesses and Businesses Owned By Women, Minorities and Service-Disabled Veterans**

- 1) **In general:** The Town does not discriminate against a bidder 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. The Town does not discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Bidder believing that it or another Bidder has been discriminated against on that basis should immediately make the Town Manager's Designee aware of the basis for that belief.
- 2) **Opt-out rights with faith-based organizations:** If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that contract objects to the religious character of the faith-based organization from which the individual receives or would receive the Goods, Services, or disbursements, the Town shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 3) **Facilitating disadvantaged businesses:** It is the policy of the Town to facilitate the participation of Small Businesses and businesses owned by women, minorities, and service disabled veterans in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Bidder will use its best efforts to carry out this policy and insure that Small Businesses and businesses owned by women, minorities and service disabled veterans have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for Small Businesses and businesses owned by women and minorities.

## BID SUBMISSION FORM

### Base Bid:

Item Number	Description	Unit	Quantity	Unit Price	Unit Price x Quantity
1	Mobilization	LS			
2	Erosion & Sediment Control	LS			
3	Removal of guardrail	LS			
4	Parking lot modifications (painting, signage)	LS			
5	Piles	Each			
6	Gangway	SF			
7	EZ Launch® Accessible Transfer System Kayak/Canoe Launch	LS			
8	Deck	SF			
9	Handrails	LF			
				<b>TOTAL:</b>	

Delivery Schedule:

## BIDDER INFORMATION FORM

NAME OF INVITATION TO BID:

INVITATION TO BID NO: \_\_\_\_\_

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION AND OWNERSHIP DISCLOSURE

COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FORM OF BUSINESS:      ☐ Corporation      ☐ General Partnership  
                                 ☐ Sole Proprietor      ☐ Other (specify): \_\_\_\_\_

Is Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code? \_\_\_\_\_ Yes/No \_\_\_\_\_  
If so, what is the Bidder's identification number issued by the SCC? \_\_\_\_\_  
If not, state why the Bidder is not required to be so authorized: \_\_\_\_\_

Check if applicable:

Designation	Certification Number
Minority-Owned Business	
Small Business	
Disadvantaged Business Enterprise (DBE)	
Small Women-owned and Minority-owned (SWaM) business	
Women-Owned Business	
Service Disabled Veteran-Owned Business	

Note: The terms "Minority-Owned," "Small Business," "Women-Owned Business" and "Service Disabled Veteran-Owned Business" as used above are defined in Virginia Code § 2.2-4310. This information is requested in connection with the Town's program to facilitate the participation of Small Business and Businesses owned by women and minorities in procurement transactions.

Organized under the laws of the State of: \_\_\_\_\_

Principal place of business located at: \_\_\_\_\_

Following are the names and addresses of any persons having an ownership interest of 3% or more in the above named Business entity who are either related to or are an officer, employee or appointee of the Town or Town Council (attach more sheets if necessary):

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**B. VIRGINIA CONFLICTS OF INTEREST AND PUBLIC PROCUREMENT**

This Invitation to Bid is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA) but only to the extent that any such law is mandatorily applied to towns with a population of less than 3,500.

The Bidder (\_\_\_) is or (\_\_\_) is not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377. If the Bidder checks the “is” blank, the Bidder shall provide details in a separate document attached to this Invitation to Bid.

**C. QUALIFICATIONS AND REFERENCES**

Please provide a response to each of the questions listed below on a separate sheet of paper and attach it to your Bid.

1. What is the general character of work performed by your firm?
2. Has your firm ever failed to complete any work awarded to you?
3. Has your firm ever defaulted on a Contract?
4. Which of your local sales and support offices will be servicing the Town of Occoquan (please list with all relevant contact information)?

5. Who are the contact person(s) responsible for any resulting Contract you may be awarded (please list names, responsibilities, phone numbers, fax numbers, and email addresses)?

D. CERTIFICATIONS

By my signature on this form, I certify on behalf of the Bidder I represent that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a single bid, and understanding of the conditions, contained in section I)G) of the Invitation to Bid are true and not misleading as to the Bidder.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Town Manager's Designee. I agree to abide by all conditions of this Invitation to Bid and certify that I am authorized to sign for the Bidder.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Please Print

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

I certify that I received the following Addenda to this Invitation to Bid:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Please Print



## **LIST OF ATTACHMENTS**

- 1.) VDOT permit 948-46789
- 2.) COE Permit 13-RP-19, NAO 2012-01754/12-V1293, dated 8/13/13
- 3.) VMRC Permit #12-1293
- 4.) DCR Virginia Recreational Trails Program 2016
- 5.) VDOT – Use of Domestic Material (Buy America)
- 6.) Federal Aid Construction Contracts – Required Contract Provisions, FHWA 1273 (including Davis-Bacon)
- 7.) Department of Conservation & Recreation, Disadvantaged Business Enterprise (DBE) Policy
- 8.) Town of Occoquan - Performance Bond
- 9.) Town of Occoquan - Payment Bond
- 10.) Town of Occoquan - Standard Contract for Construction – Sample
- 11.) General Conditions of the Construction Contract – IFB 2017-001
- 12.) Site Plan – River Walk Extension & Canoe/Kayak Launch, dated 7/21/16, signed approved by the Mayor 10/4/16, with Exhibit Showing Proposed Floating Dock, Kayak Launch, and Gangway dated 3/10/17