

TOWN OF CULPEPER INVITATION TO BID FOR  
GOODS, SERVICES, CONSTRUCTION OR INSURANCE

TITLE: Bituminous Concrete & Related Pavement Milling, Fabric & Crack Sealing

NUMBER: PW-21-41021

DUE DATE AND TIME FOR SUBMISSION: 5/14/2021 at 2:00 PM local time

**BONDS**

**(Check mark indicates bond is required)**

- Bid Bond (5% of bid)
- Performance Bond (full amount of contract price)
- Payment Bond (full amount of contract price)

ADDRESS FOR SUBMISSION: Town of Culpeper  
Attn: Lisa Wortman  
400 S. Main St., Suite 101  
Culpeper, VA 22701

CONTACT INFORMATION FOR QUESTIONS OR COMMENTS ON THIS INVITATION  
TO BID:

Gary Wise, Assistant Public Works Director  
Gwise@culpeperva.gov  
540-718-1199

THE FOLLOWING PERSONS ARE DESIGNATED BY THE TOWN MANAGER TO HAVE  
AUTHORITY TO BIND THE TOWN WITH REGARD TO THIS INVITATION TO BID:

Jim Hoy, [Director of Public Services]

Authorized by Town Manager: \_\_\_\_\_  
Christopher D. Hively

Date: 4/9/2021

Rev. 4/12/2017

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## I) SUBMISSION OF BID

### A) Scope and Specifications of Procurement

The Town is soliciting procurement of Enter type of procurement.. The specifications for this INVITATION TO BID are as follows:

Goods       Services       Insurance       Construction

General description of the subject of Procurement: | The contractor selected shall install Bituminous Concrete overlays and conduct related pavement millings as directed and set forth in the IFB or any future amendment to potential contract. The basis for award will be approximated bid quantities of SM-9.5D, SM-12.5D, and IM-19.0D Bituminous Concrete and Milling as shown on the attached bid sheet. The Town may award as alternates SM-9.5A, SM-12.5A and BM-25A Bituminous Concrete, fabric and crack sealing, and Reconstruction Milling in the Town's discretion. The low bidder will be determined by multiplying the prices for IM-19.0A, SM-9.5D, SM-12.5D Bituminous Concrete and Milling by the bid quantities and estimated square yards (using 40,000 square yards as the basis for the milling portion of the bid). The price per ton for asphalt installation, price per pound for crack sealing and the price per square yard for milling and fabric must include all labor, equipment and materials necessary to accomplish this work. All traffic control such as signing, flagging and use of pilot truck, if necessary, must also be included as well as any VDOT testing. The milling and subsequent repaving operations need to be closely coordinated so that streets will not be left rough and in a state of disrepair per the Town and VDOT specifications. The manholes and valve boxes create an obstacle course, and coupled with a rough surface (from breakouts down to a lower surface course), generate an undue negative response from our citizenry. Therefore, no street will be milled more than two weeks before it is overlaid and each street shall be vacuum swept prior to the overlay process.

If the Town makes an award of contract, the contractor shall perform the work described in the "proposed FY-21/22 overlay & milling schedule" within 30 days of a notice to proceed and the Town may direct the contractor to perform additional work not included in the "proposed FY-21/22 overlay & milling schedule" at the rates given in its bid. Additional work will be noted in a work order issued by the Town with performance to be done within 60 days of issuance of the work order. The term of this contract is for one year and the Town and selected contractor may extend it for successive one year terms by mutual agreement noted in writing, up to a total of five years (the original contract year and four additional one-year terms). Any modification of the prices or terms during the base year or any extension will comply with the requirements of Virginia Code§ 2.2-4309.

A **Pre-Bid Conference** will be held Monday, May 03, 2021 at 1:00PM at our Operations Center located 15038 Service Lane, Culpeper, VA 22701. Attendance shall be **Mandatory** for those submitting a bid. The purpose of this conference is to allow

potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Attendance at this conference will be a prerequisite to submitting a bid. Bidders who intend to submit a bid must attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Delivery schedule: See Proposed FY 2021-2022 Overlay & Milling Schedule

Procurement by the Town is governed by the Town of Culpeper Purchasing and Procurement Policy Manual, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. 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 Purchasing and Procurement Policy Manual 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,
- 2) Town of Culpeper Purchasing and Procurement Policy Manual, as amended,
- 3) The Specifications of this Invitation to Bid (this section I),
- 4) The Contract,
- 5) The General Provisions of this Invitation to Bid (Sections II – V).

**B) 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

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):

REQUIRED    NOT REQUIRED

a) Bodily Injury:

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

\$2,000,000.....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:

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

\$2,000,000.....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)

REQUIRED    NOT REQUIRED

a) Bodily Injury:

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

\$2,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

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

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

**C) Type of Contract**

The Town is anticipating the award of a contract on a fixed price basis.

**D) 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. To receive an answer, all questions must be submitted no later than five (5) business (working) days before the due date. The Town may also issue clarifications or modifications of the terms of the Invitation to Bid even if no Bidder requests it.

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 submission of bids. The Bidder will not rely on any information provided orally, or by anyone other than the Town Manager’s designee.

**E) Method for Submitting BID**

- 1) **Contents of submission:** Vendors shall submit one (1) original and one (1) copies of the completed Bid Submission Form and Vendor Information Form and all supporting documentation. 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:		05/14/2021	2:00 PM
	Name of Bidder	Due Date Bituminous Concrete	Due Time PW-21-41021
	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 Solicitation. 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 Vendors 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 Solicitation. Thereafter, the provision on Examination of Documents, V)C), applies to release of bid data.

**F) 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 Vendor 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 Bid 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 Bidder 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. For purposes of this provision, the term “Bidder” includes all departments and divisions of a Business and all its Affiliates.
  - 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 Vendor 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.

### **G) 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 Culpeper, 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 in the Specifications, delivery is to be made between the hours of 8:00 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 Bid by the successful Bidder shall remain firm for the period of the Contract unless expressly provided otherwise. In case of arithmetic errors the unit price will govern.
- 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 Bidder must submit by the Due Date and time a completed Bid,, the Vendor 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 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.

**1) Completed INVITATION TO BID forms:**

All information required by the Solicitation 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:**

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.

- a) If this Solicitation is for Construction with a total cost of \$100,000 or more or if the blank for bid bond is checked on the cover sheet of this Solicitation, the Vendor must provide a bid bond with its bid. If this Solicitation 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 Solicitation, the Vendor represents that it is able to obtain the required bond(s) before it begins performance under the Contract. If a Vendor fails to obtain a required performance or payment bond, the Town will reject the Vendor'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 Vendor who was unable to obtain the performance or payment bond. Bonding requirements are not waivable except by canceling the Solicitation and issuing a new one without the bond requirement.

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

The Vendor 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 Bid 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 Bid 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 Bid is an “equal” product, its Bid will be considered to Bid 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 or amendments 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 Solicitation, 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 Solicitation.
- 4) **Method of evaluating lowest bid:** Unless otherwise expressly stated in this Solicitation, 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 Vendor that submits the lowest bid on at least one item, as to those items for which the Vendor 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, pecuniary 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 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.

**Process for determination with Competitive Sealed Bidding**: With any Invitation to Bid, 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)D) 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 or Services 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 for 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 Offers**

Withdrawal of Construction Contract Bids is strictly governed by Virginia Code § 2.2-4330, which is hereby adopted for all Town Procurement Contracts 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 Solicitation 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 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**

The Town expects to use its Standard Form Contract with the Bidder(s) selected for award of Contracts. If a Bidder wishes to use a different form, it must submit that form together with its Bid. The terms of the Contract will then become a subject for negotiation.

**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. 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 Culpeper. 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 any governmental entity within the Commonwealth of Virginia, at its discretion.

### 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 Bid records within a reasonable time after the opening/receipt 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.
- 4) **No requirement to state reasons for rejection:** Nothing contained in this Invitation to Bid shall be construed to require the Town to furnish a statement of the reasons why a particular Bid was not deemed to be the most advantageous to the Town.

#### **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) **Town:** The Town of Culpeper 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.
- 2) **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.
- 3) **Town Policy:** The Town of Culpeper Public Procurement Policy, as amended.



- 4) **Due Date:** The date stated on the cover page of this Invitation to Bid for receipt and opening of the Bids.
  - 5) **Estimated 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.
  - 6) **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.
  - 7) **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.
  - 8) **Non-Professional Services:** All services other than Professional Services.
  - 9) **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.
  - 10) **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.
  - 11) **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.
  - 12) **Bid:** A Bid to provide the Goods, Services, Insurance or Construction identified in the specifications.
  - 13) **Requirements:** In this type of contract, the Bidder submits a Bid to supply the Town's needs for all Goods or Services meeting the specifications. Bids shall state the unit cost. Except in an emergency, the Town will not obtain the specified Goods from a different source. For each shipment of Goods or task, the Town will issue a purchase order.
  - 14) **Using Department:** The Town's Public Works department. The initial Contract Administrator will be Gary Wise.
  - 15) **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.
- E) Nondiscrimination; Participation of Small, Women-Owned, Minority-Owned, and Service Disabled Veteran-Owned Business**

- 1) **In general:** The Town does not discriminate against Bidders 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 Bid 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, women-owned, minority-owned, and service disabled veteran-owned businesses 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, women-owned, minority-owned, and service disabled veteran-owned businesses 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, women-owned, minority-owned, and service disabled veteran-owned businesses.

## BID SUBMISSION FORM

ITB: PW-21-41021

Description: **Bituminous Concrete & Related Pavement Milling, Fabric & Crack Sealing**

ITEM	BID ITEMS AND ESTIMATED QUANTITIES	UNIT PRICE	UNIT	SUBTOTAL
1	Bituminous Concrete SM-12.5 D (Primary, Secondary Roads – Approximately 500 tons)	\$	Per ton	\$
2	Bituminous Concrete SM-9.5 D (Primary, Secondary Roads – Approximately 4,700 tons)	\$	Per ton	\$
3	Bituminous Concrete IM-19.0 D (Approximately 500 tons)	\$	Per ton	\$
4	Overlay Milling (0"-2")* (Approximately 50,000 SY)	\$	Per ton	\$

**Grand Bid Total \$** \_\_\_\_\_

ITEM	ALTERNATE AND ESTIMATED QUANTITIES	UNIT PRICE	UNIT	SUBTOTAL
5	Bituminous Concrete SM-12.5 A (Primary, Secondary Roads – Approximately 500 tons)	\$	Per ton	\$
6	Bituminous Concrete IM-19.0 D (Primary, Secondary Roads – Approximately 500 tons)	\$	Per ton	\$
7	Bituminous Concrete BM-25.0 A (Primary, Secondary Roads - Approximately 500 tons)	\$	Per ton	\$
8	Reconstruction Milling (2"-5")* (Approximately 10,000 SY)	\$	Per ton	\$

9	Crack Sealing (VDOT Approved Material – Approximately 5,000 pounds)	\$	Per ton	\$
10	Fabric Installation (PGM-30)** (Approximately 13,000 SY)	\$	Per ton	\$
11	Fabric Installation (PGM-50)** (Approximately 13,000 SY)	\$	Per ton	\$
12	Fabric Installation (MPV600)** (Approximately 13,000 SY)	\$	Per ton	\$
13	Fabric Installation (MPV700)** (Approximately 13,000 SY)	\$	Per ton	\$
14	Patching operations *** (Utility patches & deteriorated areas – Equipment and labor for designated work)		Per day	\$
15	Shoulder Stone (Approximately 300 tons)	\$	Per ton	\$
16	Multi Use Trails (Approximately 500 tons)	\$	Per ton	\$

**Company Representative Name:** \_\_\_\_\_

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

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

*\* All milling operations will require use of a vacuum sweeper for clean-up operations.*

*\*\* Alternate bid for fabric installations.*

*\*\*\* Alternate bid for patching operations to include equipment, labor, signs and flagging operations for all designated work per day.*

**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: \_\_\_\_\_

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Check if applicable:    \_\_\_ Minority-Owned Business  
                          \_\_\_ Small 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, women-owned, minority-owned, and service disabled veteran-owned businesses 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).

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 Proposal.

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 Culpeper (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)F) 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