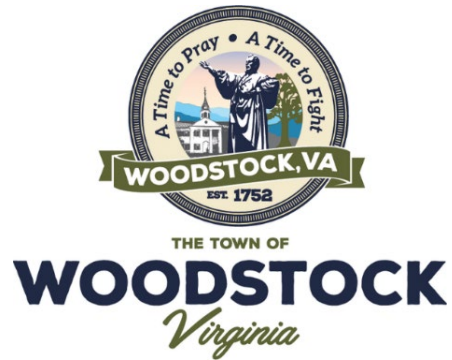


REQUEST FOR PROPOSAL (RFP) WATER TREATMENT PLANT SEDIMENTATION BASIN REPAIRS



Issued By:

Town of Woodstock
Finance Department
135 N Main St
Woodstock, VA 22664

Phone (540) 459-3621

www.townofwoodstockva.gov

REQUEST FOR PROPOSAL (RFP) WATER TREATMENT PLANT SEDIMENTATION BASIN REPAIRS

ISSUE DATE: APRIL 26, 2023

PROPOSAL DUE DATE: MAY 26, 2023, 3:00 PM

This Request for Proposal (RFP) plus the resulting contracts shall be consistent with and governed by the Town's procurement policy and has been prepared in accordance with the Virginia Public Procurement Act.

The Town's Point of Contact for this project is:

Daniel Bailey
Town of Woodstock
135 N. Main St.
Woodstock, VA 22664
Ph: 540-459-5513
Email: dan.bailey@townofwoodstockva.gov

Potential Offerors are required to submit all questions in writing (email, fax, USPS, or delivery service) directly to the listed point of contact no later than **May 17, 2023 at 3:00 PM**. Written responses, including the questions, will be provided to all Offerors via an official Addendum and posted on the Town's website.

PROJECT BACKGROUND

The Town of Woodstock ("Town") is seeking qualified vendors to submit bids for necessary repairs to the Water Treatment Plant sedimentation basin. The existing concrete is original to the construction of the Water Treatment Plant in 1978. The sedimentation basin has an approximate capacity of 450,000 gallons.

PRE-BID MEETING

A mandatory pre-bid meeting will be held to allow bidders an opportunity to view the project site, ask questions, and clarify any concerns. Attendance at the pre-bid meeting is required for any bidder to be considered for this project.

The pre-bid meeting will be held on **Monday, May 8th at 10:00 AM** at the Woodstock Water Treatment Plant located at **145 Broadview Lane, Woodstock, VA**. Bidders are required to arrive on time and sign in with the project manager upon arrival.

During the pre-bid meeting, bidders will have the opportunity to ask questions and seek clarification on any aspect of the project. The project site will be available for bidders to inspect during the meeting. **The sedimentation basins will not be emptied for the pre-bid meeting.**

PROJECT SCOPE AND REQUIREMENTS

The Contractor shall coordinate with Town staff for any work that may interfere with daily operations of the facility. The Contractor is to provide all equipment, tools, materials, etc., including safety equipment, necessary to perform the work and conduct work in a safe manner, following OSHA requirements, manufacturer requirements and industry standards.

All work must be completed Monday – Friday, 7:00 AM – 3:00 PM. Project must be completed by **October 15, 2023.**

- Repair deteriorated concrete throughout sedimentation basins #1 and #2, approximately 1,100 square feet.
- Install application of concrete coating on approximately 4,500 square feet of basin top and walkways on sedimentation basin.
- Complete joint repairs of interior of tanks and surface of walkways, approximately 250 linear feet.
- Remove safety railing and reinstall new railing.
- Allow continued plant operations by completing repairs to sedimentation basins #1 and #2 separately.
- Square off edges of repair areas.
- Install stainless threaded rod and new rebar, as needed.
- Install anti-corrosion coating on existing rebar and on any rebar replacements.
- Install wood forms as needed.
- Repair trowel, form, and pour areas.
- Remove forms and repair areas as needed.
- Remove sealant from expansion joints on the walkway surfaces and the interior/exterior of the basins.
- Mechanically clean joints.
- Install backer rod and primer.

Upon completion, the Contractor shall remove all debris, trash, sandblasting remnants (or related waste), surplus materials, tools and equipment, etc. to provide a clean site.

SELECTION OF CONTRACTOR

An evaluation committee will review all proposals. Following the completion of the initial evaluation, the committee may interview a limited number of firms and negotiate a contract with the firm(s) believed most capable of providing the required services.

The following criteria will be used to evaluate the proposals:

- Ability, capacity, skill of the offeror to provide the services identified in the scope of work.
- Project approach

- Cost
- Evaluation of contractor’s previous projects
- References

The approving authority for this RFP is the Town of Woodstock, Virginia. This RFP does not commit the Town of Woodstock to award a contract or to pay costs or expenses incurred in the preparation of responses to this RFP. The Town of Woodstock reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new RFP, or make modifications, corrections, or additions to the information contained herein. Offerors are cautioned this is an RFP, not a request for contract.

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the Town to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview.

PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted in a sealed envelope, marked with the RFP title, “**Water Treatment Plant Sedimentation Basin Repairs**” to the project point of contact by the listed proposal due date. Proposals received after the date and time specified in this RFP will not be considered.

Prior to submitting a proposal, it is the offeror’s responsibility to check the Town’s website <https://www.townofwoodstockva.gov/Bids.aspx> or eVA for any addenda associated with this RFP.

Any costs or expenses of any kind incurred by an offeror in preparing or submitting proposals are the offeror’s sole responsibility. The Town of Woodstock will not reimburse any offeror for any costs or expenses incurred because of the preparation of this RFP.

All proposals should include the following:

- A. Project Approach: Provide a comprehensive description of methods and plans for carrying out the Scope of Work detailed in the RFP.
- B. Project Manager: Provide contact information for the identified Project Manager, including name, company mailing address, email address, office phone number and if available, mobile phone number.
- C. References: A minimum of three (3) references for recent similar projects, including the date of services performed and contact information for an owner’s representative having knowledge of the vendor’s work.
- D. Subcontractors: List of any subcontractors.
- E. Materials: Identify resurfacing product(s) chosen with the manufacturer’s product data, including surface and crack preparations and application instructions.

- F. Cost Proposal: The cost proposal should provide a detailed breakdown of all costs associated with the project.
- G. Warranty: Warranty terms to be provided.
- H. Proof of Insurance: A Certificate of Insurance will be required from the selected vendor. Please include a sample of your Certificate of Insurance with your bid.
- I. Virginia Contractors License: Copy of valid Virginia contractor license.
- J. Attachment: Proof of Authority to Transaction Business in Virginia: Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission (“SCC”).

TERMS AND CONDITIONS

- A. Once an Offeror is tentatively selected based on the “Evaluation Criteria” detailed in this solicitation, the Town reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, the Town may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract.
- B. This document will form part of the contract between the successful bidder and the Town. The terms of this document are subject to the Request for Proposal, which shall control in the event of conflict.
- C. This solicitation is subject to the provisions of the procurement policy for the Town and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at Town Office.
- D. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth in Shenandoah County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. The Offeror shall provide the Town with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the Town's word processing hardware and software.
- F. All documents, including electronic copies, submitted in response to this solicitation shall become the property of the Town. All documents, including electronic copies, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting Contract shall become the property of the Town upon final payment of all fees to the Contractor as forth for in the contract.

- G. The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for the Town regarding all contractual responsibilities.
- H. By submitting their bids, bidders certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act.
- I. No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Request for Proposal (RFP). The Official solicitation document and the addenda(s) are the documents posted on the Town of Woodstock's web site and/or eVA. Any such violation as stated above may result in rejection of the RFP response. In addition, violations may result in the debarment of the offeror by the Town of Woodstock.
- J. If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- K. Any bid resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- L. The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. The Town shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the Town. Such causes may include but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Town.
- N. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after 21 days advance written notice, if the failure is not cured, may procure them from other sources and hold the contractor responsible for any resulting additional direct and indirect costs. This remedy shall be in addition to any other lawful remedies, which the Town may have.

- O. As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the Commonwealth of Virginia with the consent of the successful Offeror.
- P. The Town may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be reasonably compensated for services and work performed prior to termination.
- Q. The contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities incurred while performing contractual duties for the Town and will hold the Town harmless for all resulting damages, including reasonable attorneys' fees. This duty of indemnification shall include the right of the Town to select its legal counsel in any such situation.
- R. Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Town delegated agent may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any reasonable additional costs incurred as the result of such order and shall give the Town a credit for any savings.
- S. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of this contract or its interest therein, or its power to execute such contract, to any other person, firm, or corporation, without the prior specific written consent of an authorized representative of the Town of Woodstock; but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.
- T. All parties performing services for the Town shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.
- U. The Town shall not indemnify or hold harmless any Contractor or other third party. The Town does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees, or agents. The Town does not waive the right to trial by jury for any cause of action arising from the contract but may at its option submit any contract claim to binding arbitration, binding mediation, or mediation. In such event, the

mediator/arbitrator shall be selected by mutual agreement of the parties and failing such agreement, then by the Circuit Court of Shenandoah County upon proper petition and notice. The Town shall not be liable to Contractor for any special, punitive, or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

- V. All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the Town of Woodstock or the Commonwealth of Virginia. The bidder must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.
- W. Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid statement describing why the bidder is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

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

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

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

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

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

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

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title