

2241 LANGHORNE ROAD * LYNCHBURG VA 24501 * (434) 847-8050 * FAX (434) 847-6099

IFB #JG100110

Floor Renovation @ Courtland

I. Purpose

The intent and purpose of this Invitation for Bid (IFB) is to solicit bids from interested qualified sources to furnish and install labor, equipment, transportation, materials, supervision, and traffic control to complete repairs and replacement to existing floor for Central Virginia Community Services Board at Courtland Center location.

Note: The offeror must have registered in eVA prior to the deadline for submission of responses to this IFB to be eligible for the award of this contract for professional services.

II. <u>Timeline</u>

1. Bid Issuance Date

Monday, March 21, 2011

2. Pre-Proposal Conference

CVCS shall conduct a pre-construction meeting with the successful contractor to review the bid specifications, liquidated damages, job scheduling and notification, and permit availability requirements. This meeting will be held on Thursday, 3/31/11 @ 10:00AM @ the Courtland Center, 620 Court Street, Lynchburg, VA 24501 in the Lobby. The purpose of the pre-construction meeting is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this IFB. Attendance at this conference will be mandatory to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Bring a copy of this IFB with you.

3. Question Deadline & Contact Information

Questions concerning this IFB should be directed, in writing by mail, fax (434-455-3431), or email *Jay Goding* (jay.goding@cvcsb.org) in the Purchasing Department no later than 14 days prior to the closing date of the bids. Any revisions to the solicitation will be made only by written addendum issued by the Purchasing Department.

4. Bid Deadline

Friday, April 22, 2011, no later than 3:00 p.m. All bids received after that time will not be considered.

5. Period of Contract

Will be determined by the awarded bidder's earliest start date in their proposal.

III. Background

Central Virginia Community Services Board, a political subdivision of the Commonwealth of Virginia, has 22 facilities in Lynchburg and the surrounding areas to provide services for Mental Health, Intellectual Disability, Substance Abuse and Prevention. The Administration Office is located on 2241 Langhorne Road in Lynchburg.

IV. Scope of Work

The following summary of work is for the purpose of general information and is not intended to include and describe every feature or item or to define the scope of work. It is expected that the contractor will visit the site of work and thoroughly familiarize themselves with the conditions existing there. Failure on the part of the contractor to acquaint themselves with the conditions attending the work will not be sufficient reason for any increase in contract price.

- Overview: The contractor will furnish all labor, tools, equipment, supervision, materials, transportation and all incidentals required and/or implied for the complete and satisfactory performance of the demo, installation and replacement services @ Courtland Center, 620 Court Street, Lynchburg, VA 24501 on First (Ground) Floor office area hallways and dining area including closet (#128).
 - **Phase 1:** Demo, install, and replace flooring and sub-flooring of entire PACT hallways (excluding the front hallway to where the street exit door is located. Only demo, install, and replacement of tiling is required in this area. No sub-flooring work is required since this area is slab on grade.)
 - **Phase 2:** Demo, install, and replace flooring and sub-flooring of entire dining and elevator area and towards the smoking area exit towards the atrium.

Contractor responsible for moving and returning of all equipment/furniture to its rightful place once complete. Provide dust-free areas during renovation process. Commercial slip-resistant ceramic or porcelain floor tile, grout, and baseboards require our

- approval before installation. Please provide samples for our perusal. We prefer a neutral color floor tile, baseboard, and grout throughout the entire areas of interest. Any damages occurred during the construction process will be at contractor's expense to repair to its original state to equal or greater value.
- 2. Description of Work: The contractor shall be provided sketches, plans, descriptions and/or other instructions by CVCS indicating the location of work, finish grades, general reference points, benchmarks and dimensions of the work and other pertinent information requested by the contractor as required in order to perform the work. The contractor shall be responsible for verifying the floor conditions prior to commencing work.
- 3. Work Required: The contractor shall provide all labor, equipment, transportation, and materials to place and finish gypcrete and floor tile, to construct formwork and to perform fine grading work associated with gypcrete and floor tile installation and replacement work.
- 4. **Coordination of Work by Others:** The contractor shall arrange for the delivery of all ready-mix gypcrete required during the performance of the gypcrete installation. The contractor shall ensure that delivery of the gypcrete is timely, quantities are correct and that the gypcrete meets the project specifications.
- 5. **Quality of Work:** All work performed under the contract shall be quality work performed in a professional manner according to the standards of the industry and according to the plans, directions or instructions as provided by CVCS for this project. Unless otherwise stated, gypcrete and floor tile work shall meet applicable standards.
- 6. **Cleanup:** The Contractor shall clean up frequently to ensure that the work site maintains a neat, orderly appearance at all times. Routine failure to maintain a clean and orderly work site will result in a Procurement Complaint Form and may result CVCS ceasing operations and possible cancellation of the contract.
- 7. Disposal: The contractor is responsible to dispose of all refuse, rubbish, scrap materials, and debris caused by their operations. No such refuse, rubbish, scrap materials, and debris shall be left within the completed work area nor buried on the job site, all shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. No CVCS dumpsters are to be used for disposal of any debris generated by the contractor's operations. The contractor shall transport all waste off of CVCS property and dispose of it in a manner that complies with Federal, state, and local requirements unless otherwise indicated by CVCS.
- 8. **Plan of Operations:** Contractor shall submit a plan of operations at the beginning of each project. Plan of Operation shall include the proposed start and completion dates; site supervisor name and telephone number, and proposed Work Area Protection plan. These areas will be inhabited with agency employees, so safety is imperative.
- 9. Guarantee: All work covered under this contract shall be guaranteed against defect resulting for the use of substandard materials, equipment, or workmanship for one year from the date of final acceptance by CVCS. Any work which has to be corrected due to the contractor's faulty workmanship, equipment, tools, or materials shall be done at no additional cost to CVCS. The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to CVCS by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.
- 10. **Safety Precautions:** The contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The contractor alone shall be responsible for the safety, efficiency and adequacy of his/her operations and methods, and for any damage which may result from their improper construction, maintenance or operation. The contractor shall erect and properly maintain at all times, as required by the conditions an progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The contractor shall designate a responsible member of his/her organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, file with CVCS in writing, this person shall be the Superintendent of the contractor.
- 11. Check-in and out Procedures: During the agency's normal working hours, the contractor personnel shall check-in with the receptionist immediately upon arrival to the agency. Contractor personnel shall sign-in and pick up any keys the will need for access. Check out during agency's normal working hours shall include sign out, and return of any keys issued.
- 12. Permits: The contractor shall secure all the necessary permits (Right-of-Way, disposal, land disturbing, etc.) for their work in the City of Lynchburg, VA prior to start of construction and comply with all applicable city, State of VA laws, ordinances, policies, procedures, etc. Proof of approved final inspection shall be required before final payment is made.
- 13. Contractor's License: If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of VA for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor.**

CVCS shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

Licensed Class A Virginia Contractor No	."
Licensed Class B Virginia Contractor No	"
'Licensed Class C Virginia Contractor No	'

In evaluating a company to perform these services prior experience effectively operating a similar business model is preferred. The results of this IFB will provide CVCS with a clear choice of contractor to renovate/repair gypcrete and floor tiling to the Courtland Center.

V. <u>Bid Preparation and Submission Requirements</u>

A. General Instructions

- Bids should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis shall be on completeness and clarity of content, and shall be organized in the order in which the requirements are presented in the IFB but shall convey enough information for the Agency to evaluate the ability of your firm to provide the requested goods and/or services. Bids must contain the following, in this order:
 - a. Letter of transmittal
 - b. Table of contents
 - c. Brief history of the firm's
 - Experience
 - Principals
 - Qualifications to undertake this project
 - Success in providing the type of goods and/or services requested
 - d. Detailed description of not more than 3 similar projects where similar goods and/or services have been provided. Include the name of the company, the complete mailing address, and the name of the contact person with their phone number.
 - e. Briefly describe your firm's general approach to providing like services (use exhibits if appropriate).

Bids shall not be accompanied by voluminous plans or reports as examples of the responsive and responsible contractor's previous work.

- Bids are to be delivered to the Purchasing Office, Central Va. Community Services, 2241 Langhorne Rd, Lynchburg, Virginia 24501.
- 3. The original CVCS IFB must be signed and returned with your proposal.

B. Specific Instructions

- In order to be considered for selection, the responsive and responsible contractors shall submit a complete response to this IFB. One (1) original and three (3) copies of each proposal are to be submitted.
- All proposals shall be returned in a sealed envelope marked IFB #JG100110 Floor Renovation @ Courtland Center. Bids shall be signed by an authorized representative of the responsive and responsible contractor. Courier and regular mail packages shall be clearly marked as to the contents.
- Contractors that will be performing services at a CVCS site must be able to present Certificates of Insurance stating a
 minimum of 4.5 million dollar General Liability and Workers Compensation in the statutory amount. Such certificates will
 only be required of the successful firm.

VI. Contract Award and Development

- A. The Competitive negotiation method of selection will be used to determine the most qualified responsive and responsible contractor among those submitting bids. Bids will be evaluated in accordance with the "bid evaluation criteria" in the IFB.
- B. The content of the IFB and the successful responsive and responsible contractor's bid will become an integral part of the contract, but may be modified by provisions of the contract. The responsive and responsible contractors must be amenable to inclusion in a contract of any information provided either in response to this IFB or subsequently during the selection/negotiation process. The information received will be considered contractual in nature and will be used in validation and evaluation of bids and in subsequent contractual action.

VII. <u>Bid Evaluation Criteria & Selection Process</u>

CVCS will evaluate bids and, if a responsive and responsible Contractor is to be selected, will be reviewed in accordance with the following evaluation criteria:

- Cos
- 2. Earliest start time and completion of both phases of the project
- Relevant experience
- 4. References
- Warranty

Should CVCS determine in writing and in its sole discretion that only one responsive and responsible contractor is fully qualified, or that one responsive and responsible contractor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that responsive and responsible contractor.

VIII. General Terms and Conditions

General Terms and Conditions are as follows for the responsive and responsible contractor:

A. Offerors who submit a quote in response to this IFB may be required to give an oral presentation of their quote to the agency. This will provide an opportunity for the offeror to clarify or elaborate on the quote. The agency will schedule the time and location of these presentations. Oral presentations are an option of the agency and may not be conducted. Therefore, quotes should be complete.

- B. No member of the governing body, officer, or employee of Central Virginia Community Services during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- C. The agency reserves the right to accept any quote or to reject any or all quotes.
- D. Central Virginia Community Services may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the agency all such information and data for this purpose as may be requested. The agency reserves the right to inspect offeror's physical plant prior to award to satisfy questions regarding the offeror's capabilities. The agency further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy the agency that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- E. All quotes submitted under the IFB will become the property of the Central Virginia Community Services Board and will not be returned. In accordance with the Virginia Public Procurement Act: "Trade secrets or proprietary information submitted by an offeror contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- F. The Central Virginia Community Services Board will not be responsible for any expenses incurred by a potential offeror in preparing and submitting a quote.
- G. Quotes received after the date and time stated will not be considered. It is the responsibility of the offeror to see that his quote is received in the Purchasing Office by the specified time and date. Date of postmark is not considered. Telephone, telegraph and facsimile quotes are not acceptable.
- H. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. By submitting a Quote, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- J. Payment shall be made upon 30 days receipt of accurate and complete monthly statements.
- K. By signature on this solicitation, offeror certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. By written notice to the Contractor, Community Services may from time to time make changes, within the general scope of the Contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- M. The Contractor shall adhere to the rules and regulations proclaimed by the Purchasing Agency regarding the confidentiality of client related information during and after the term of the contract.
- O. Failure to submit a Quote on the form provided for that purpose shall be a cause for rejection of the Quote. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Quote; however, CVCS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Quote as nonresponsive.
- P. CVCS reserves the right to conduct any inspection it may assume advisable to assure supplies and services conform to the specifications.
- Q. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than thirty (30) days.
- R. In case of failure to deliver services in accordance with the contract terms and conditions, CVCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- S. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Executive Director of CVCS.
- T. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their Quote, and that they have not 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, present or promised, unless consideration of substantially equal or greater value was exchanged.
- U. The agency reserves the right to cancel any subsequent contract at any time the agency, in its sole discretion, deems it to be in the agency's best interest to do so by giving the contractor 30 days written notice. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- V. By submitting their quote, all offerers certify to the Central Virginia Community Services Board 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, Section 11-51 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.
 - 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- W. By submitting their quote, all offerors certify to the Central Virginia Community Services Board that: During the performance of the contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- X. CVCS reserves the right to award a contract to a offeror based on "best value" (as defined in the Virginia Public Procurement Act, July 2009), which means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the needs of CVCS.

IN COMPLIANCE WITH THIS INVITATION FOR BID AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED BID OR AS MUTUALLY AGREED UPON IN WRITING BY SUBSEQUENT NEGOTIATION.

Company Name and Address:			
		Date:	
		Name:Signature in Ink	
	ZIP	Title:	
Telephone:		Print Name:	
Fax:			