

**BLUE RIDGE REGIONAL JAIL AUTHORITY,
BOILER REPLACEMENT
for the Campbell County Adult Detention Center
INVITATION TO BID #163-FY20
510 NINTH STREET, LYNCHBURG, VA 24504**

December 30, 2019

BID NOTICE BRRJA 163-FY20

The Blue Ridge Regional Jail Authority is soliciting bids for removal and replacement of the two existing Lochinvar Boilers at the Campbell County Adult Detention Center with two Weil-McLain (SVF-750) Boilers. The new boilers will include a five-year manufacturer's warranty and one-year warranty on labor. The Campbell County Adult Detention Center is located at 90 Courthouse Lane, Rustburg, VA 24588. Respondents are advised to submit **two (2) copies** (See Attached Bid Award Forms) to arrive at the address listed below no later than **1:00 pm on Monday, January 27, 2020**. Envelope is to be marked "**BRRJA Boiler Replacement 163-FY20**." Bids will not be accepted by FAX or E-Mail. Bids must be signed, and received by this office, and be on time and date stamped to be considered. Any bid received late will be returned to the vendor un-opened.

- The scope of work shall, at a minimum, include the following:
 1. Remove the two existing Lochinvar Boilers, one at a time. One of the new Weil-McLain (SVF-750) Boilers will have to be installed completely and operational before the second Lochinvar Boiler can be removed and replaced.
 2. Dispose of the two disconnected Lochinvar Boilers.
 3. Install new PVC Vent pipes for the new boilers.
 4. Rework all the existing water supply lines, return lines and condensate lines to fit the new boilers.
 5. Provide factory recommended start up per manufacturer's requirements.
 6. New boilers must be handled and delivered to the Boiler room by the contractor only.
 7. Purchase a building permit and pass all required inspections.
 8. One-year warranty on all labor and five-year manufacturer's warranty on boilers.
 9. Maintain a clean and safe work area.

- Each Bid should include an anticipated beginning and ending date for the installation. Please see Bid Form to include this information (All work shall be completed by April 1, 2020)

- The Blue Ridge Regional Jail Authority has a vested interest in beginning the project as soon as possible.

- All Notes encompassed within the Demolition/Construction/Installation Plans must be strictly adhered to. All Demolition/Construction/Installation Plans and associated Notes will become part of the contract with the successful Respondent.
- A copy of this bid can be located at: www.brrja.state.va.us through our Procurement Opportunities link located under the About BRRJA tab.
- Any discrepancies or ambiguous items must be reported to the Authority for clarification before bidding.
- The Authority intends to award the contract for this work to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available.
- The Authority reserves the right to waive Bid informalities and reject any and all Bids.
- A **mandatory** pre-bid meeting will be held at the Campbell County Adult Detention Center located at 90 Courthouse Lane, Rustburg, VA 24588 on **Thursday, January 9, 2020 at 9:30 a.m.**
- Any questions regarding bid specifications may be referred to Mr. Brandon Perkins at (434) 528-3160 extension 218. Telephone questions are welcome; however, any significant changes in the specifications will be answered in the form of a written addendum sent to all bidders.
- Bid Award Forms are furnished in duplicate. All bids shall be submitted on the Bid Award Forms provided and signed in ink in the proper places by an authorized officer of the company. One copy, (countersigned by the BRRJA Administrator) will be returned to the successful bidder. This copy, accompanied by a purchase order, shall constitute the Contractual Agreement between the Blue Ridge Regional Jail Authority and the successful bidder.
- If the bid from the lowest responsive and responsible bidder exceeds available funds, the BRRJA reserves the right to cancel the invitation to bid and render all bids submitted void.

➤ Bids must be submitted to:

Chad Lipscomb
Central Office/LADC
510 9th St.
Lynchburg, VA 24504

All bids received in response to the ITB will be opened on **Monday, January 27, 2020 at 1:00 p.m. at the address noted above**, read publicly, and made available for inspection.

Remainder of this page intentionally left blank.

➤ **GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE OF GOODS/SERVICES:** Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the AUTHORITY. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the AUTHORITY are found to be defective or not to conform to specifications, the AUTHORITY reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the AUTHORITY will publicly post such notice on its website for a minimum of 10 days.
3. **ANTI-DISCRIMINATION:** By submitting their bids, Bidders certify to the AUTHORITY 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 (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. APPLICABLE LAWS AND COURTS: 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 City of Lynchburg, Virginia. The Contractor shall comply with all applicable federal, State and local laws, rules and regulations.
5. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the AUTHORITY.
6. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the AUTHORITY, whichever is sooner. The AUTHORITY or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
7. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the AUTHORITY shall be bound hereunder only to the extent of lawfully appropriated funds.
8. BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Bidders shall state bid prices in US dollars.
9. BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable AUTHORITY policies, regulations and procedures adopted pursuant thereto.
10. CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The AUTHORITY will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
11. CONTRACTOR'S PERFORMANCE:
 - A. The Contractor agrees and covenants that its agents and employees shall comply with all local, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

- B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- C. The Contractor shall cooperate with Authority officials in performing the Contract work so that interference with normal operations will be held to a minimum. Work/deliveries must be during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except Authority observed holidays. Working hours may be altered upon AUTHORITY approval.

- 12. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered in writing to the Blue Ridge Regional Jail Authority and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Jail Administrator will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the Jail Administrator to the Board by providing written notice to the Jail Administrator, within 15 days of the date of the decision. The Board shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the AUTHORITY no later than 30 days following the conclusion of the work or delivery of the goods.
- 13. DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the AUTHORITY from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 14. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the AUTHORITY, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the AUTHORITY may have.
- 15. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

16. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
17. FINANCIAL STATEMENTS: All Bidders, by submission of a response to this solicitation, agree to provide the AUTHORITY, within 10 calendar days of the AUTHORITY’s request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the AUTHORITY. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a *corporate* officer, partner, or Authority, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the AUTHORITY, and the AUTHORITY shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the AUTHORITY contract, so as to guarantee the AUTHORITY’s rights to obtain financial statements. Should the Contractor fail to ensure the AUTHORITY’s rights under this section, the Contractor shall be liable to the AUTHORITY for all reasonable costs and expenses the AUTHORITY may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.
18. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
19. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the Authority, and all of its officials, agents and employees (collectively, the "Authority/Authority") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney’s fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement. The Authority will not agree to indemnify the Contractor.

20. INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the AUTHORITY.

21. LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the AUTHORITY.

22. NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their bid; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the Authority shall be given to:

Chad Lipscomb
Central Office/LADC
510 9th St.
Lynchburg, VA 24504

The Contractor agrees to notify the AUTHORITY immediately of any change of legal status or of address.

23. PAYMENT:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. 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. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia*, § 2.2-4353).
4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the AUTHORITY shall promptly notify the Contractor, in writing, as to those charges

which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the AUTHORITY of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the AUTHORITY for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the AUTHORITY and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the AUTHORITY, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the AUTHORITY.
3. Invoices shall be mailed to the appropriate user department and/or school.

C. The AUTHORITY encourages Contractors to accept electronic and credit card payments. Finance charges and or fees imposed by the Contractor on any invoice shall not be paid by the AUTHORITY.

24. QUALIFICATION STATEMENT OF CONTRACTOR: The AUTHORITY reserves the right to conduct such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods. The Bidder may be required to file a Contractor's Qualification Statement (AIA Document A305) and or provide other such additional information and data for the AUTHORITY to determine the Bidder's qualifications to satisfy its obligations under the contract. Bidders requested to file such a statement or provide additional information will be given 48 hours to provide the AUTHORITY the requested information. The AUTHORITY reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The AUTHORITY shall determine whether such information permits the Bidder to be considered as a responsible bidder in accordance with Section 2.2-4301 of the *Code of Virginia*. Factors which may be considered in arriving at this determination may include the financial stability and solvency of the Bidder; experience in completing work of a nature and scope similar to the work being bid; and performance and or workmanship on previous contracts. The AUTHORITY further reserves the right to reject any bid if the

evidence submitted by, or investigations of, such Bidder fails to satisfy the AUTHORITY 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.

25. ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

A. By submitting their bid, Bidders certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the AUTHORITY from any cost, expense, damage or loss incurred in any manner by the AUTHORITY on account of such alleged infringement.

26. SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 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 shall include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the AUTHORITY's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

28. TAXES: The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the AUTHORITY and the Contractor, as the taxes shall be an obligation of the Contractor and not of the AUTHORITY, and the AUTHORITY shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

29. TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the AUTHORITY determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

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BID FORM

Name of firm submitting Bid: _____

Authorized Agent / Title: _____

	Description	Total Bid Price
	Removal and replacement of the two existing Lochinvar Boilers with two Weil-McLain Boilers at the Campbell County Adult Detention Center. (As noted in the scope of work on Pages 1 of this Invitation to Bid)	\$

Anticipated Beginning Date: _____

Anticipated Ending Date: _____

BID AWARD FORM

ADDENDUMS

ACKNOWLEDGEMENT

IF NONE, SO STATE

NO. 1 Date: _____

NO. 2 Date: _____

CONTRACT AWARDED FOR ITEM(S):

CONTRACT AWARD:

SUBMITTED BY:

Timothy E. Trent, Administrator
Blue Ridge Regional Jail Authority

(Company – Print or Type)

(Title – Print or Type)

(Authorized Signature)

(Date)

NOTE: Bid Award Form furnished in duplicate. Complete both forms, sign, and return.
A countersigned copy will be furnished to the successful bidder.

BID AWARD FORM

ADDENDUMS

ACKNOWLEDGEMENT

IF NONE, SO STATE

NO. 1 Date: _____

NO. 2 Date: _____

CONTRACT AWARDED FOR ITEM(S):

CONTRACT AWARD:

SUBMITTED BY:

Timothy E. Trent, Administrator
Blue Ridge Regional Jail Authority

(Company – Print or Type)

(Title – Print or Type)

(Authorized Signature)

(Date)

NOTE: Bid Award Form furnished in duplicate. Complete both forms, sign, and return.
A countersigned copy will be furnished to the successful bidder.

RESPONDENT LIST:

Select Air Mechanical (Tony Gregory)
PO Box 337
Altavista, VA 24517
tony@selectairmechanical.com
434-332-2600

Moore's Electrical and Mechanical Construction, Inc. (James Davis)
101 Edgewood Ave.
Altavista, VA 24517
jdavis@mooreselectical.com
434-369-4374

Warwick Plumbing & Heating Corporation (J.T. Smith)
11048 Warwick Boulevard
Newport News, VA 23601
jsmith@wphcorp.com
757-599-6111

Valley Boiler & Mechanical
1129 Shenandoah Ave. N.W.
Roanoke, VA 24017
solutions@valleyboiler.net
540-342-3995

Riddleberger Brothers, Inc.
6127 South Valley Pike
Mount Crawford, VA 22841
gibsonw@rbiva.com
540-434-1731

The notice of Invitation to Bid will also be posted in our Administrative Office and on our website.