

## INVITATION TO BID

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Project Owner:	Brunswick County Industrial Development Authority (IDA)
Project Architect:	Dewberry Engineers Inc. 551 Piney Forest Road Danville, Virginia 24540 (434) 797-4497
Project Description:	New Vegetable Packaging Facility
Project Location:	Boydton Plank Road Alberta, VA 23821
Pre-Bid Conference:	Tuesday March 21 <sup>st</sup> @1:30 PM Brunswick County IDA Offices IDA offices, 116 W. Hicks Street, Lawrenceville, VA 23868.
Bid Due Date and Time:	2:00p.m. on Wednesday April 12 2023 at the Brunswick County IDA offices, 116 W. Hicks Street, Lawrenceville, VA 23868.
Bid Bond Requirements:	Five Percent of Bid Amount

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- A. Bid Proposals: Sealed Bids will be received by the owner for the above referenced projects. Bids will be accepted until 2:00p.m. on Wednesday April 12, 2023 at the Brunswick County IDA offices, 116 W. Hicks Street, Lawrenceville, VA 23868.
- B. Electronic Contract Documents: Obtain by request via email to Larry Hasson at [lhasson@dewberry.com](mailto:lhasson@dewberry.com)
- C. Contract Documents may be reviewed at the following locations:
1. Dewberry Engineers Inc.  
551 Piney Forest Road  
Danville, Virginia 24540
  2. Danville Public Schools  
341 Main Street, Suite 100  
Danville, VA 24541
- D. Pre-Bid Conference: All interested firms are invited to attend a public meeting on Thursday, March 21<sup>st</sup> 2023 @1:30 PM Brunswick County IDA Offices IDA offices, 116 W. Hicks Street, Lawrenceville, VA 23868. Attendance is not mandatory for bidding the project.
- E. Submission of Bids: Bids shall be submitted on the enclosed Bid Proposal form, completed in full in ink or typewritten (one copy only). Proposals shall be enclosed in a sealed envelope, addressed to the Owner, and be clearly marked "Proposal for New Vegetable Packaging Facility." The name, address, and license number of the Bidder shall also be clearly marked on the envelope.
- F. Bid Bond: Each Bid shall be accompanied by a Bid Bond, payable to the Owner, in the amount of five percent of the total Bid. As soon as the Bids have been recorded, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, with the successful Bidder,

the bonds of the remaining Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Labor and Materials Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

1. A certified check may be used in lieu of a sealed surety Bid Bond.

G. Bid Opening: The Bids will be opened in a Public Opening of Bids at the designated time and location.

1. It is the intent of the Owner to award a contract to the lowest responsive and responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed available funds. Each Bidder is required to submit with his bid the information requested in AIA Document A305 "Contractor's Qualification Statement".
2. The Owner may waive any informalities or irregularities or reject any or all Bids and rebid the Project.
3. Any Bid may be withdrawn or modified prior to the scheduled time for the opening of Bids.
4. Any Bid received after the time and date specified shall not be considered and will be returned to the Bidder unopened.
5. Unless otherwise noted, no Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should the Contract not be awarded within this specified time period, the time may be extended by mutual agreement of the Owner and the Bidder.

H. Licenses: All Contractors are hereby notified that they must have proper licenses under the state laws governing their respective trades.

1. If a Contract is for \$40,000 or more, or if the total value of all construction, removal, repair, or improvements undertaken by the Bidder within any 12-month period is \$300,000 or more, the bidder is required under Title 54, Chapter 7, Code of Virginia (1950) as amended, to show evidence of being licensed as a "Class A Contractor." If a Contract is \$1,500 or more but less than \$40,000, the bidder is required to show evidence of being licensed as a "Class B Contractor."

I. Withdrawal of Bid Due to Error: A Bidder may withdraw his Bid from consideration if the prices therein are substantially lower than the other Bids due solely to a clerical mistake, provided the Bid was submitted in good faith, and the mistake was not an error in judgment, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the Bid. Any unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn.

1. In accordance with Section 11-54 A. (ii) of the Code of Virginia, the Bidder shall submit to the Owner his original work papers, documents and materials used in preparation of the Bid within 24-hours after the Bid Opening. Any clerical mistake shall be proved only from the original work papers, documents, and materials delivered by the Bidder in person or by registered mail. The Bidder shall have 2 hours after the Opening of Bids within which to claim in writing any mistake as defined herein and withdraw his Bid. The Contract shall not be awarded by the Owner until the 2-hour period has elapsed.

J. Negotiation With Lowest Bidder: If award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of Section 2.2-4318 of the Code of Virginia (the Public Procurement Act), the Owner reserves the right to negotiate with such bidder to obtain a contract price within the available funds. This may involve changes in either the features or

the scope of the work. Negotiations with such bidder may include reducing the quantity, quality, or other cost saving mechanisms. The Owner shall notify the bidder that such a situation exists and the Owner and bidder shall then conduct their negotiations in person, by mail, by telephone or by any means they find convenient. If an acceptable contract can be negotiated, the changes to the Invitation for Bid Documents agreed upon in the negotiations shall be summarized in a "Post Bid Modification" and included in the contract. If an acceptable contract cannot be negotiated, the Owner shall terminate negotiations and reject all bids.

- K. Pursuant to Section 22.1 – 296.1 of the Code of Virginia, 1950, as amended, prior to the execution of this agreement, the Contractor shall provide written certification that all of its employees utilized in this agreement have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- L. Time of Completion: Bidder agrees to begin work on this project within 10 calendar days of the notice to proceed and obtain substantial completion within 300 consecutive calendar days.
- M. Pursuant to Section 2.2-4311.1 of the Code of Virginia, 1950, as amended, prior to the execution of this agreement, the Contractor shall provide written certification that they do not and shall not during the performance of the contract knowingly employ an unauthorized alien defined in the Federal Immigration Reform and Control Act of 1986.
- N. Employment Discrimination: During the performance of this contract, if such contract is for more than \$10,000, the contractor agrees as follows:
  - a. 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.
  - 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.
  - d. The contractor will include the provisions of the foregoing paragraphs a, b, and c, in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- O. Drug Free Workplace: During the performance of this contract, if such contract is for more than \$10,000, 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.

- P. Contractor's Certification of Requirements Code of Virginia: Contractor awarded the project shall sign and return with signed contract.

END OF INVITATION TO BID