



**REQUEST FOR PROPOSAL #PW 21-0812-001**

**RELOCATION OF CONFEDERATE CIVIL WAR  
MONUMENT TO THE  
CONFEDERATE CEMETERY  
TOWN OF FARMVILLE, VIRGINIA**

**PROPOSAL DUE DATE: FRIDAY,  
SEPTEMBER 10, 2021, 2:00 PM**

**TOWN OF FARMVILLE CONTACTS:**

**C. Scott Davis, LP.D., Town Manager  
Office: (434) 392-5686  
email: sdavis@farmvilleva.com**

**KIMBERLY THOMPSON, PURCHASING AGENT  
Office: (434) 392-8465  
email: kthompson@farmvilleva.com**

**1. PURPOSE**

The Town of Farmville, Virginia is seeking proposals from qualified contractors to relocate a Confederate Civil War monument (“Monument”) to the Confederate Cemetery in the Town of Farmville, Virginia, on a location to be identified.

**2. SCOPE OF SERVICES**

A. Transport and reassemble the Monument on a location to be determined within the Confederate Cemetery located on Jackson Avenue in the Town of Farmville.

B. "Monument" as used herein includes all sections of the monument, including the statue top and base.

C. Respondents shall be currently licensed with Virginia Department of Professional and Occupational Regulations (VDPOR) with applicable class, classification, or specification, carry General Liability insurance, Property Damage, Workman’s Compensation coverage and other applicable insurance in accordance with the Town’s General Terms and Conditions attached hereto as Attachment A and a part hereof. The Town of Farmville shall be named as additional insured and loss payee on the approved Certificate of Insurance/Bid Bond.

D. Obtain building permit from the Town’s Building Official’s Office at least five (5) days prior to work. Also obtain written final inspection from the Town’s Building Official.

E. Schedule and attend a pre-construction meeting on-site with the Town of Farmville Building Official and Director/Assistant Director of Public Works.

F. Coordinate with Miss Utility for the location and marking of any public utilities in the work area.

G. Coordinate with the Town of Farmville Public Works Department for the location and marking of any private utilities in the work area.

H. Coordinate with any companies owning overhead utility lines to ensure clearance for proper ingress/egress through Town streets.

I. Provide temporary barricades and other protection to prevent injury to people and properties.

J. Perform an assessment of the condition of monument to determine whether moving the monument might result in damage to or unplanned collapse of any portion of monument.

K. Safely remove monument from its current position without damage to monument and place in truck for transport.

- L. Transport the monument to a location to be identified. Proposal should state transportation costs on a per mile basis in order to provide a fixed cost once location is known.
- M. Restore disturbed soil and site to a level and field condition with seeding of grass to a condition similar to that of surrounding nature.
- N. Remove all debris from site.
- O. Reinstall monument at destination.

### 3. **WORK SCHEDULE**

Scheduled work will commence within seven (7) days from the date the contract for services is signed and the destination is identified. Work shall be completed within thirty (30) days from this date.

### 4. **PROPOSAL FORMAT**

The Town of Farmville reserves the right, in its sole discretion, to reject any and all proposals. Any contract awarded for services shall not become effective until approved by the Town Council and signed by both the Town Manager and the Contractor.

All proposals must contain the following information. Proposals not addressing the following items may be considered non-responsive at the discretion of the Town.

- A. Return the RFP Offeror Information Form, signed and filled out as required. See Attachment B.
- B. Provide a brief overview of the history and structure of the company. List the address, telephone, and fax numbers of the office from which the services are to be provided and designate the person to serve as project manager. Provide summaries of the qualifications and experience of the individuals who will be completing the work.
- C. Provide a statement describing the Scope of Services as you understand it, and describe the approach, means, methods and procedures to be used to accomplish the required tasks.
- D. Proposals shall be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content. Responses of excessive length are discouraged.
- E. Provide a timeline indicating tasks required and the estimated start/completion dates for each based on a proposed commencement date. It is expected the work will commence as soon as

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the destination of the monument is identified by the Town.

- F. All proposals should include names, addresses, telephone numbers, and contact persons for at least three (3) references for which services have recently been rendered.
- G. Provide a fee proposal for the Scope of Services. Fee proposals will be considered by the Town, although lowest price will not necessarily be the determining factor. The fee proposal should include:
1. A total cost estimate and not to exceed amount for the services described under the Scope of Services;
  2. Not to exceed amount shall apply to per mile transportation cost, but not apply to total amount of transportation costs because distance is unknown at this time;
  3. A rate schedule for computing any extra work deemed needed by Contractor, but not specified in the contracted Scope of Services, including hourly rates for all positions plus unit costs for incidental expenses; and
  4. The Town of Farmville is not liable for any costs incurred by Contractor prior to execution of a contract.

5. **EXCEPTIONS TO THE RFP**

All exceptions to the requirements of this RFP shall be clearly identified and the written explanation shall include the scope of the exceptions, ramification of the exceptions for the Town and a description of the advantages to be gained by the Town as result of these exceptions. The Town reserves the right to accept or reject any exceptions.

6. **QUESTIONS, INQUIRIES AND CLARIFICATIONS REGARDING THE RFP**

All questions or requests for information should be submitted in writing (email acceptable) to Kimberly Thompson, Purchasing Agent, via email at [kthompson@farmvilleva.com](mailto:kthompson@farmvilleva.com) no later than 5:00 p.m. on Tuesday, September 7, 2021. Telephone communication with Town staff is not encouraged and responses to oral questions will not be provided. It is an explicit provision of this Request for Proposal that any oral communication is not binding on the Town's proposal process or award of the contract. All written questions and inquiries will be answered in writing by the Town. Clarifications and additional information, if any, will be posted as addendums on the County website at [www.co.caroline.va.us](http://www.co.caroline.va.us). It is the responsibility of the prospective Respondent to check the website for addenda or updates.

7. **SUBMITTAL**

All proposals shall be submitted to:

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Town of Farmville  
Attention: Kimberly Thompson, Purchasing Agent  
116 North Main Street  
Post Office Drawer 368  
Farmville, VA 23901

Proposals must be received no later than 2:00 p.m. on Friday, September 10, 2021. All proposals received after that time will be returned to the Offeror unopened.

The Offeror shall submit three (3) hard copies of its proposal in a sealed envelope, addressed as noted above, bearing the Offeror's name and address and clearly marked, "RFP FOR REMOVAL AND RELOCATION OF CONFEDERATE CIVIL WAR MONUMENT, TOWN OF FARMVILLE, VIRGINIA, RFP #PW 21-0812-01".

Proposals by telephone, electronic mail, telegraph, or facsimile **will not** be accepted.

All proposals become the property of the Town of Farmville upon receipt. During the selection process, all proposals shall remain confidential until an award is made, after which proposals will be made available to the public. It is the responsibility of the Offeror to ensure that their proposals reach the appropriate office prior to the RFP deadline.

If it becomes necessary to revise any part of this RFP, an addendum will be posted to the Town's website at [www.farmvilleva.com](http://www.farmvilleva.com). **Offerors are responsible for keeping up to date on any addenda that may be posted.**

The Town may cancel this Request for Proposals or reject all proposals at any time prior to an award and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359, D, Code of Virginia). The procurement of these services shall be performed in accordance with the Virginia Public Procurement Act.

## **8. AWARD CRITERIA**

The Town of Farmville will use the facts, information, and data made available by the Offeror(s) to evaluate the RFP's. Failure of an Offeror to provide any information requested may result in disqualification of the proposal. The sole objective will be to recommend the award of a contract to the Offeror whose proposal is most responsive and most advantageous to the needs and objectives of the Town of Farmville. Each Offeror submitting a proposal in response to this RFP will be notified in writing as to acceptance or rejection of their proposal.

The technical evaluation and ranking of proposals shall be accomplished utilizing the following criteria:

- A. Previous background and experience relevant to the services to be provided;
- B. Thoroughness of material submitted, including the proposed work plan;
- C. Respondent's conceptual approach and process related to the Scope of Services;
- D. Qualifications of project staff;
- E. Cost of Services proposed. Fee proposals should outline fees for each element of the project. Award will not necessarily be based on the lowest maximum fee proposed;
- F. Projected time frame, from beginning to a prompt project completion date;
- G. References

**9. QUALIFICATIONS OF OFFEROR(S)**

The Town may make such reasonable investigations as it deems proper and necessary to determine the ability of each Offeror to perform the services and each Offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect each Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, any Offeror fails to satisfy the Town that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**ATTACHMENTS:**

**ATTACHMENT A – GENERAL TERMS AND CONDITIONS**

**ATTACHMENT B – OFFEROR'S INFORMATION FORM**

**ATTACHMENT C- INSURANCE REQUIREMENTS**

## ATTACHMENT A

### GENERAL TERMS AND CONDITIONS

1. Reservation of Rights:

The Town reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the Town, subject to the provisions under the Virginia Public Procurement Act.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed, in all respects whether as to its validity, construction, capacity, performance or otherwise by the laws of the Commonwealth. Successful bidders providing goods to the Town herewith assure the Town that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

During the performance of this contract, the contractor agrees as follows:

- Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.
- Equal Opportunity Employer: 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.
- 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.
- Subcontractors: The contractor will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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- 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, 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 such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The Town is exempt from State sales and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Purchasing Agent. The Purchasing Agent will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Purchasing Agent will not be responsible for explanations or interpretations of the bid documents, except as issued in writing.

6. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting



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vendor responsible for any excess cost occasioned thereby.

7. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

8. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.

9. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor shall confer on any public employee or official having formal responsibility for a 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 is exchanged.

10. Hold Harmless:

The successful Contractor assumes and agrees to indemnify, defend and hold harmless the Town of Farmville, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the Contractor and description literature or specifications submitted with the Contractor's bid.

11. Warranty:

The Contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the Contractor, his subcontractor, or other agents. The warranty shall be in effect for the period of time specified.

12. Contractual Intent:

Upon successful award of this bid by the Town, it is the Town's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contractor Services" with the Town.

Sample contracts may be submitted by either party at the time of the bid; however, the Town reserves the right to use its uniform contract format over all samples submitted.

13. Access To Records:

The Town Manager or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers, and records of the Town Manager in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

14. Faith-Based Organizations

The Town of Farmville does not discriminate against faith-based organizations in accordance with *The Code of Virginia*, Section 2.2-4343.1.

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**ATTACHMENT B-OFFEROR'S INFORMATION FORM**

**OFFEROR (please print):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person, title, email, telephone, and fax number: \_\_\_\_\_

\_\_\_\_\_

Offeror, if selected, intends to carry on the business as (check one):

- Individual
- Joint Venture
- Partnership
- Corporation

Date incorporated? \_\_\_\_\_ In what state? \_\_\_\_\_

Date authorized to do business in Virginia? \_\_\_\_\_

Other (explain): \_\_\_\_\_

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Offeror that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Offeror was not fully informed as to any fact or condition.

1. If Offeror is an **INDIVIDUAL**, sign below:

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

\_\_\_\_\_

Offeror's Signature

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2. If Offeror is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

\_\_\_\_\_  
Partnership or Joint Venture Name (type or print)

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

\_\_\_\_\_  
Signature & Title of Member of the Partnership or Joint Venture

\_\_\_\_\_  
Signature & Title of Member of the Partnership or Joint Venture

If Offeror is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is:

\_\_\_\_\_  
Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

By: \_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

## ATTACHMENT C – INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”) covering on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence.
2. **Automobile Liability**: as required by the State of Virginia.
3. **Workers’ Compensation**: as required by the State of Virginia, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to the Town.

### *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Town of Farmville, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance.
2. For any claims related to this project, the **Contractor’s insurance coverage shall be primary** insurance coverage as respects the Town, its officers, officials, employees, and volunteers. Any insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Town.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the State of Virginia.

***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents, and subcontractors.

***Verification of Coverage***

Contractor shall furnish the Town with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Town before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.

***Maintenance of Insurance***

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

***Special Risks or Circumstances***

The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.