



**County of Bedford**  
**122 East Main Street, Suite 202**  
**Bedford, VA 24523**

**Moneta Park – Paving Project**  
**Invitation for Bids (IFB)**

**Issue date 02/20/2024**  
**Bids due by 3:00 PM, 03/19/2024**

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# Moneta Park – Paving Project

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## **PART 1 – INSTRUCTIONS TO BIDDERS AND BID REQUIREMENTS**

### **1. Solicitation Information**

- a. The County of Bedford (Owner) invites qualified Contractors to submit sealed bids for the subject project. Sealed bids will be received until **3:00PM, 03/19/2024** for providing the work described herein. Bids received after the date and time given will not be considered for award by the Owner.
- b. Bids shall be emailed to [Chiggins@Bedfordcountyva.gov](mailto:Chiggins@Bedfordcountyva.gov) or mailed or hand-delivered to:

Bedford County  
c/o Chris Higgins  
122 East Main Street, Suite 202  
Bedford, VA 24523

- c. All inquires for information shall be submitted in writing to Chris Higgins, Director of Parks & Recreation, at [Chiggins@bedfordcountyva.gov](mailto:Chiggins@bedfordcountyva.gov). Bidders are requested to include the IFB title in the email subject line. Questions received less than five (5) days prior to the bid due date may not be answered.
- d. If Bidder needs any reasonable accommodations for any type of disability to participate in this procurement, please contact the Owner as soon as possible.
- e. The procurement process and the performance of the work shall be governed by the provisions of the Virginia Public Procurement Act (VPPA).

### **2. Purpose and Scope**

- a. The purpose and intent of this IFB is to establish a firm fixed-price contract with one qualified Contractor to construct asphalt paved surfaces at Moneta Park as per the Contract Drawings included in Part 3 and Specifications included in Part 4 of this solicitation. This solicitation is issued by the Bedford County Department of Parks & Recreation on behalf of the Bedford County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred collectively for convenience as “Owner”.
- b. The project site is located at Moneta Park at Ruckers Road, Moneta, VA 24121.
- c. The intent of the IFB is to describe a functionally complete project (or part thereof) to be constructed in accordance with this IFB. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the IFB or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. Further, the IFB documents are complementary; what is required by one is as binding as if required by all.
- d. The Contractor shall provide all equipment, materials, and qualified personnel required to perform the work in a professional, first-class manner. Unless specifically approved by Owner, subcontractors are not acceptable to provide services awarded through this Contract; all services must be provided by the

Contractor and the Contractor's employees. Contractor personnel must be aware of the safety of the public at all times during operations, adhering to all federal, state, and local safety laws. The Contractor shall assume all on-the-job responsibilities for the actions of Contractor's personnel.

### 3. Pre-Bid Conference

- a. No Pre-Bid Conference will be held. Site visits will be by appointment only. Coordinate visits with Chris Higgins at [Chiggins@bedfordcountyva.gov](mailto:Chiggins@bedfordcountyva.gov).

### 4. Submission of Bids

- a. Bidders are advised to return all required forms/documents when submitting its bid, which are as follows and included as attachments to this Part 1 of the IFB:
  - i. Bidder Qualification Statement;
  - ii. Bid Form;
  - iii. Insurance Checklist;
  - iv. State Corporation Commission Form.
- b. To demonstrate Bidder is qualified to perform the work, Bidder shall include at least three (3) successful projects on the Bidder Qualification Statement, similar in scope included in this IFB, which the Bidder has completed within the last five (5) years.
- c. All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements of paragraph 46 of the General Conditions and this section. Use the form provided to furnish the State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804)371-9733 or at [www.scc.virginia.gov](http://www.scc.virginia.gov). Failure to include this form with the sealed bid submission may result in rejections of the bid.
- d. Bidders are advised that changes to the IFB, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. It is the responsibility of the Bidder to monitor for and acknowledge all addenda on the Bid Form. Any addenda will be posted at: <https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>
- e. By submitting a bid, the Bidder represents that it has carefully examined the information in this IFB; that it has inspected the site; and that it is satisfied itself as to the condition of the site.
- f. Bidder agrees, if this bid is accepted, to enter into Contract with Owner, in the form included in the IFB, to perform all work as specified or indicated in the IFB for the prices and within the times indicated in IFB and in accordance with the other terms and conditions of the IFB.

## 5. Evaluation and Award

- a. Award will be made to the lowest Bidder found to be responsive and responsible based on the amount entered on the Bid Form.
- b. All bids will remain subject to acceptance for a period of not less than sixty (60) days from the opening of bids. The Contractor warrants that the prices stated in its bid shall remain firm for such period.
- c. The Owner reserves the right to reject any and all bids, in whole or in part, to waive informalities, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.
- d. The Owner also reserves the right to negotiate with the responsible Bidder submitting the lowest responsive bid in the event such bid exceeds the Owner's budget for the work. Such negotiations, if the Owner elects to negotiate rather than reject all bids, shall be directly between the Owner and such Bidder. The Owner and such Bidder shall review the IFB, and the Owner may provide such additional information as it deems appropriate to provide. Such Bidder then may be invited by the Owner to submit a revised bid. Such Bidder shall be under no obligation to submit a revised bid and the Owner may reject any such revised bid.

### **Attachments following this PART 1**

1. Bidder Qualification Statement
2. Bid Form
3. Insurance Checklist
4. State Corporation Commission Form

**BIDDER QUALIFICATION STATEMENT**

1. **QUALIFICATIONS OF BIDDER:** Bidder has the capabilities in all respects to satisfy the contractual requirements as specified?  
     YES \_\_\_\_\_ NO \_\_\_\_\_
  
2. **YEARS IN BUSINESS:** Indicate the length of time Bidder has been in business providing this type of service: \_\_\_\_\_ years

Business Name, if different in previous years: \_\_\_\_\_

3. **REFERENCES:** Indicate below a listing of at least three (3) recent or present contracts in which Bidder has provided this type of work of a similar size and scope (not including Bedford County). Only indicate contracts performed within the last five (5) years.

Client Name	Project Name	Completion Date	Contract Price	Contact Person	Phone/Email

Check Applicable Box:

Corporation  Partnership  Individual  Joint Venture  Other

**\*RETURN THIS PAGE**

**BID FORM**

<b>Scope</b>	<b>Bid Amount</b>
<u>Base Contract Work:</u> Moneta Paving Project	
<u>Add Alternate Bid:</u> Moneta Paving Project	
<b>Bid Total:</b>	

**Contact Period: Within 180 days of the Notice to Proceed**

The Bidder understands that time is of the essence and will provide sufficient manpower and planning to complete the project.

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**BEDFORD COUNTY  
INSURANCE CHECKLIST  
MONETA PARK PAVING PROJECT**

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
---	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
---	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
---	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u>X</u>	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
---	8. Other Insurance:	
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Bedford County as additional insured</b> (This coverage is primary to all other coverage The County may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Bedford County in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. <b>The Certificate must state Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

**BIDDER/OFFEROR STATEMENT**

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

**\*RETURN THIS PAGE**



## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder 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 proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder 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 County Administrator.

If this quote for goods or services is accepted by Bedford County, 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.

- A.  Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.
- B.  Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.
- C.  Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

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

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

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## PART 2 – CONTRACT ADMINISTRATION

### 1. General Requirements

- a. The Owner's General Terms and Conditions shall apply to this IFB and are attached to and included as part of this IFB.
- b. The successful administration of this Contract will require close coordination of the Contractor and the Owner's representative(s). Unless otherwise authorized by the Owner, all work, including site access, shall be coordinated and scheduled with the designated Owner representative. The Owner's representative has the authority to monitor Contract performance in accordance with the provisions of the Contract. They shall report any problems or deviations observed which may violate the provisions of the Contract to the Owner's representative. The Owner's representative will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made to the Contract must be authorized by the Owner issued as a written amendment to the Contract.
- c. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, unless such means, methods, techniques, sequences (including constraints), or procedures are specified in the IFB.
- d. Contractor acknowledges that Owner is an agency of the government and as such its property is immune from mechanic's liens. The Contractor hereby waives any and all mechanic's lien rights it may purport to have and agrees that it shall neither file nor assert any such lien claim. The Contractor shall indemnify and hold Owner harmless in the event of the filing of a mechanic's lien by any third party related to the performance of the work, including but not limited to all attorneys' fees and costs incurred by the Owner in the defense or removal of such lien.

### 2. Contract Period

- a. The work under this Contract must be performed within 180 days of the Notice to Proceed. Notice to Proceed will be issued upon execution of the Contract.
- b. Contractor agrees that time is of the essence in the performance of its obligations under this Contract.
- c. Liquidated Damages: Contractor and Owner recognize that the Owner will suffer financial loss if the work is not completed within the contract period, plus any extensions thereof allowed under paragraph 39 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving a legal or other dispute resolution proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$300 for each day that expires after the time specified above. In lieu of paying the Owner liquidated damages, the

Contractor agrees to the deduction of the liquidated damages from the amount otherwise due to the Contractor through the Contractor's invoices. The parties agree that the per diem measure of liquidated damages set forth herein are reasonable measures of the damages Owner is likely to suffer in case of delay, and Contractor agrees that it will not challenge the per diem amounts or liquidated damages assessed pursuant to this paragraph. Contractor hereby waives any defense as to the validity of any liquidated damages stated herein on the grounds that such liquidated damages are void as penalties not reasonably related to actual damages. The parties further agree that the liquidated damages set forth in this paragraph shall be Owner's sole remedy for delay as a result of Contractor's failure to complete the work within the Contract period.

### 3. Contract Price

- a. Contractor agrees to complete the work in accordance with this IFB for the amount as stated in the Contract.
- b. Contract price shall include the base bid Contract work, unless modified in accordance with paragraph 39 of the General Conditions.

### 4. Insurance Requirements

- a. By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the Contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five (5) business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the Contract and that insurance companies will provide all insurance coverage authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### 5. Bond Requirements

- a. Contractor shall, within five (5) business days of notice of award, furnish performance and payment bonds, each in the amount at least equal to the Contract price as security and faithful performance and payment of all of the Contractor's obligations under this IFB. These bonds shall remain in effect until completion of the work, except as otherwise required by laws and regulations. The surety shall be licensed to transact business in Virginia.

### 6. Method of Ordering, Invoicing, and Payment

- a. Ordering: The Contractor shall accept Owner's representative written approval as the approved method of ordering services after Owner and Contractor confirm scope of work, and Contractor dollar amount (may be stated as a "not to exceed" dollar amount). The Contractor shall not perform any work that has not been authorized by the Owner's representative. The Contractor assumes all risks and financial liability for any services rendered without such proper authority.

- b. Invoicing: Contractor will be paid in accordance with invoice(s) submitted. Contractor shall submit a monthly statement, which shall include the following: the Contract number, purchase order number, description of services rendered including date and location of services, amount due per location, and total amount due. Invoices shall be submitted to the “bill to” address as specified on the Owner’s purchase order.
  - i. Monthly Reporting Requirements: Due to the largely unsupervised nature of this Contract by the Owner, Contractor shall submit a monthly report with their monthly invoice, detailing dates and time spent at each site, and any suggestions for improvements or concerns regarding scheduling or other Contract issues. Failure to submit this monthly report may result in delay of payment to the Contractor. With the submission of each monthly invoice, the Contractor will submit a monthly report detailing any issues, concerns, or other pertinent information and the responsible Contractor’s supervisor who was on site. Payment of invoices is dependent on this report.
  - ii. Repairing Damages to Property: In the event that Owner’s grounds, fences, equipment, or other property is damaged as a result of Contractor, Contractor shall repair such damage to the Owner’s satisfaction, at the Contractor’s expense. Contractor shall report any damages within forty-eight (48) hours. The Contractor shall repair any damage within thirty days notification by the Owner. Failure to repair damages will result in deduction of payment, based on fair and reasonable quotations for repairs as obtained by the Owner, from subsequent Contractor invoices.
- c. Retainage: Prior to completion, payments will be made in the amount equal to 95-percent of the work completed with the balance being retainage. Upon completion of the work, Owner shall pay the remainder of the Contract price.
- d. Payment: Owner will make payment within forty-five (45) days of receipt of accurate and complete invoice.

## 7. Changes to the Contract

- a. Without invalidating the Contract, Owner may, at any time or from time to time, order additions, deletions, or revisions to the work by a change order, which shall be per the terms of paragraph 39 of the General Conditions. Such change order shall include an adjustment to Contract Times if necessary for performance of additional work. The Contract may be amended to provide for additions, deletions, and revisions in the Work only by a Change Order.

### **Attachments following this PART 2**

1. General Terms and Conditions
2. Contract Template

**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS**  
**GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICE CONTRACTS**

Firm: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Bedford County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, proposals on all solicitations issued by the Owner will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 
1. **AUTHORITY**-The County Department Contact or designee has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and task order issued by the Owner. Unless specifically delegated by the Director, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any agreement or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
  2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

**CONDITIONS OF BIDDING**

3. **CLARIFICATION OF TERMS** - If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contact whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Owner. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.
5. **LATE PROPOSALS & MODIFICATION OF PROPOSALS:**

Any proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the proposal/modification is considered a late proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Owner by the designated date and hour at the County Administration Office.

- a. The official time used in the receipt of proposals is that time in the County Administration Office.
  - b. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather scheduled receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**  
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
    - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.

- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Owner, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1; RFP NUMBER & TITLE  
PROPOSAL DUE DATE AND TIME; FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **OFFEROR'S PRESENT:** At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
10. **RESPONSE TO SOLICITATIONS:** In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal.
11. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
12. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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.
13. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Director (or designee), after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative, other than the Director (or designee), concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
14. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

#### **GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES**

15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each

discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.

16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as "Prime Design Professional" to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner's requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.
17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/Es project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. **"DESIGN NOT TO EXCEED" COST AS RELATED TO A/E CONTRACT:** The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design not to exceed" construction budget. The A/E's contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors.

20. **CODE AND REGULATORY COMPLIANCE:** The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. **DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this insurance in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall be the property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:



- The name of the Owner,
- The Title of the Standard Structure for which the design was developed
- The name of the A/E, and
- The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the “site-specific” site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location
- The Project number (IFB number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and
- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

“**Working Drawing Sets**” submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

“**Final Documents**” are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

“**Addendum**” to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.

25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner

names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E's Contract.

26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeror for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

#### AWARD

27. **AWARD OR REJECTION OF BIDS:** Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Owner reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the proposal if an Offeror is deemed to be a non-responsible Offeror.
28. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, award results may be viewed at the Bedford County website at <https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>
29. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

#### CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, exclusive of its conflicts-of-laws rules, and any litigation with respect thereto shall be brought in the General District or Circuit Court of Bedford County, Virginia. The Firm shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
32. **ANTI-TRUST:** By entering into a contract, the Firm conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Bedford County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
33. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
  - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Offeror directly to the payment address shown on the task order. All invoices shall reference the contract, task order, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

d. Any payment made by the Offeror to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

34. **PAYMENT TO SUBCONTRACTORS:** A Firm awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the Owner and the subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason. The Firm is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Firm that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 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 Firm's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Firm in whole or in part without the written consent of the Owner.
36. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
37. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. 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, 2.2-4343.1(E)).

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

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

1. The Firm 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm 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 Firm 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.

38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall show the RFP number and/or task order number.
39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree to a written modification of 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 Owner may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods:
    1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or

3. By ordering the Firm to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Firm shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Firm from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors.

40. **INDEMNIFICATION:** Firm shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Firm or his or her employees, or that of the sub Firm or his or her employees, if any; and the Firm shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Firm shall, at his or her own expenses, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

41. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm'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 Firm that the Firm 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 Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

A. **Termination for Convenience:** The Owner may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Contractor shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The Contractor will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the Contractor has or will receive compensation.

B. **Termination for Cause:** If the Contractor should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches

or failures to perform. If the Contract is terminated for cause, the Contractor shall be responsible for all damages incurred by the Owner as a result of the Contractor's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
- D. Delivery of Materials: Any termination shall not relieve the Contractor of the obligation to deliver to the Owner all products of the services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.
- E. Compensation Due the Contractor: When the Contractor is terminated for convenience, the following method shall be utilized in computing amounts due the Contractor for services prior to termination:
  - Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
  - Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

- 43. **VIRGINIA FREEDOM OF INFORMATION ACT**: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm 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.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
- 44. **AUDIT**: The Contractor, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.
- 45. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW**: During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 46. **VIRGINIA STATE CORPORATION COMMISSION**: If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or

cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

#### OFFEROR/FIRM REMEDIES

47. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror who desires to protest the award or decision to award a contract, by Bedford County, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
  
48. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator (no later than sixty (60) days after final payment; however, written notice of the Firm'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. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by Bedford County Board of Supervisors within sixty (60) days after submittal of the claim. The Firm may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisors shall be final and conclusive unless the Firm within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Firm being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Firm may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

**BEDFORD COUNTY, a political subdivision of the Commonwealth of Virginia  
Moneta Park Paving Project**

This Agreement is made and entered into this \_\_\_ day of \_\_\_ 2024, by Bedford County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and, \_\_\_\_\_ located at \_\_\_\_\_ hereinafter referred to as "Contractor".

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide work as set forth in the Contract Documents.

**COMPENSATION:** The Owner will pay and the Contractor will accept in full consideration for services rendered during execution of the contract, compensation as set forth in the Contract Documents and the Value Engineering Summary (if applicable). The total contract amount shall be \_\_\_\_\_.

**CONTRACT PERIOD:** The Contractor shall perform and complete all tasks as set forth in the Contract Documents in a first class, professional manner and provide sufficient manpower and planning to complete the projects.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed form;
- (2) Invitation for Bid, including all documents and drawings attached thereto, Moneta Park Paving Project issued on \_\_\_\_\_;
- (3) Value Engineering Summary (if applicable) dated \_\_\_\_\_; and
- (4) Contractor's Bid dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**Contractor**

**County of Bedford, a political subdivision of the Commonwealth of Virginia**

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

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

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

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

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

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

**PART 3 – DRAWINGS**

**a. Base Bid Map:**





**b. Add Alternate Bid Map:**



## **PART 4 – SPECIFICATIONS**

**1. Base Bid - Paving Specifications:** *(Measures are approximate & should be verified by Bidder before bidding. Existing drive lanes and/or parking areas are expected to be paved.)*

- Drive Lane Area:
  - Approximately 1,100 Linear Feet
  - Approximately 25 Feet Width
- Small Parking Lot:
  - 1<sup>st</sup> – Approximately 140 X 40 Linear Feet
- Construction Specifications:
  - Base Preparation:
    - Grading of existing gravel area as needed.
    - 6” of 21-A stone placed and compacted as needed
  - Asphalt Paving at a minimum of 2” of overlay
  - Re-installation of any existing parking spot stops & speed bumps.
  - **Special Note:** Small Parking Lot to be paved per Base Bid will require replacement of its culvert pipe (Approximately 50’ wide) crossing its entrance before paving and is included as part of the base bid.

**2. Add Alternate Bid - Paving Specifications:** *(Measures are approximate & should be verified by Bidder before bidding. Existing drive lanes and/or parking areas are expected to be paved.)*

- Paved connection entrances as existing from main drive lane
- Parking Lot Approximate Dimensions:
  - 1<sup>st</sup> – Approximately 35 X 40 Linear Feet
  - 2<sup>nd</sup> – Approximately 65 X 190 Linear Feet
  - 2<sup>nd</sup> – Approximately 65 X 545 Linear Feet
- Construction Specifications:
  - Base Preparation:
    - Grading of existing gravel area as needed.
    - 6” of 21-A stone placed and compacted as needed
  - Asphalt Paving at a minimum of 2” of overlay
  - Re-installation of any existing parking stops & speed bumps.