

**BEDFORD COUNTY
INVITATION FOR BIDS (IFB)**

Issue Date: May 30, 2024

Title: **New London Business Park Lots #10A and #12A Grading**

Issued By: Bedford County Economic Development Authority
County Administration Building
122 East Main Street, Suite 202
Bedford, VA 24523

Place of Performance: New London Business Park, Bedford, VA 24523

Sealed Bids Will Be Received Until **3:00 p.m., July 9, 2024** For Furnishing the Services Described Herein. Bids shall be received at the address above. Bids received after that time shall not be considered.

Period of Contract: **within 75 days of notice to proceed.**

Bidders are encouraged to examine the job sites.

All Inquiries For Information Should Be Directed To: Doug Coffman, Director of Public Works, Phone: (540) 586-7601x1392, Fax: (540) 297-1038 E-mail: dcoffman@bedfordcountyva.gov

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF BIDS ARE HAND DELIVERED, DELIVER TO:

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

Bidders are encouraged to conduct site inspections prior to the submission of their bid.

ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

BIDDERS ARE RESPONSIBLE FOR ANY AND ALL ADDENDA ASSOCIATED WITH THE SOLICITATION. SEE THE WEBSITE BELOW FOR ADDENDA.

<https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>

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*** RETURN THESE PAGES**

1.0 **PURPOSE**

The purpose and intent of this Invitation for Bid are to establish a firm-fixed-price contract with one qualified Contractor(s) to create a total of two pad-ready sites in the New London Business Park. This solicitation is issued by the Bedford County Economic Development Authority on behalf of the Bedford County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to collectively for convenience as “Owner”.

2.0 **SCOPE OF WORK**

The Contractor shall provide all equipment, resources, and qualified personnel required to perform improvements as listed below:

2. A. General Requirements:

2.A.1 The contractor shall provide all labor, equipment, and materials in order to grade the lots to pad-ready status as shown on the drawings by Hurt & Proffitt dated 12/13/21.

2.A.2 The contractor shall perform all work necessary to provide a complete and stabilized graded site.

2.B. Contractor Equipment and Personnel: The Contractor shall provide all equipment, skilled labor, and materials to perform the above scope of work in a professional, first-class manner.

2.B.1 Sub-contractors may be utilized but shall be the sole responsibility of the prime Contractor. 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 and sub-contractors.

3.0 **BONDS**

For any bids exceeding \$500,000 the contractor shall submit with his bid a bid bond in the amount of 5% of the total cost of the contract.

Bonds shall be with a surety company acceptable to the Owner.

The successful bidder shall furnish to the Owner a Performance Bond and a Labor and Material Bond in an amount equal to the full contract sum payable to the Owner. The Owner will accept an Irrevocable Letter of Credit for the full contract amount in place of the required bonds.

4.0 **SUBMISSION OF BIDS**

4. A **Bidders are reminded to return all required forms/documents when submitting their bid.**

Checklist:

- 1) Bid Form
- 2) State Corporation Commission Form
- 3) Contractor’s Data Sheet

- 4) Insurance Checklist
- 5) Bid Bond (if required)

- 4. B All bids shall be submitted in a sealed envelope or package with the **bid title and the bidder's name and address on the outside** of such envelope or package.

- 4. C Bids received after the due date/time will not be considered for contract award and will be returned to the Bidder.

- 4.D All questions pertaining to this solicitation must be received by the Buyer indicated on page one (1) of this solicitation, no later than five (5) business days prior to the date set for the bid opening.

- 4. E Bidders are reminded that changes to the bid, 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 issued addenda. Acknowledge all addenda on the Bid Form.

5.0 EVALUATION AND AWARD

- 5. A **Bid Prices:** Bidders shall price turn-key installation. **Failure to return completed bid forms properly may result in the Bidder being determined non-responsive. Bidders are reminded to return all applicable forms with "Return This Page" on the page bottom, to be considered responsive.**

- 5. B **Evaluation and Award:** Award(s) will be made to the lowest responsive and responsible bidder on the basis of the price. Therefore, the Owner shall award to one Contractor. The Owner reserves the right to conduct any test it may deem advisable to make all evaluations. The Owner reserves the right to reject any 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.

6.0 CONTRACT ADMINISTRATION

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.

7.0 CONTRACT PERIOD

The work under this contract must be completed within 180 calendar days of Notice to Proceed.

8.0 PRICING AND PRICE ADJUSTMENTS

The Contractor warrants that the prices stated herein shall remain firm for a period of not less than sixty (60) days from the opening of the bids.

9.0 INSURANCE REQUIREMENTS

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 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.

10.0 METHOD OF ORDERING/ INVOICING/PAYMENT

10. 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 authorization.

10. 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.

10. B.1 Monthly Reporting Requirement: Due to the largely unsupervised nature of this contract by the Owner, Contractor shall submit a monthly report with their monthly invoice. 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.

10. B.2 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.

10. C Payment: Owner will make payment within thirty (30) days of receipt of accurate and complete invoice.

11.0 STATE CORPORATION COMMISSION

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 in paragraph 45 of the General Conditions and Instructions to Bidders. 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/pages/Contact-Us

Failure to include this form with the sealed bid submission may result in rejection of the bid.



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

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 County. 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.

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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 of the department issuing the solicitation, 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 of the department issuing the solicitation 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 by the due date and time listed in the solicitation for questions. Any revisions to the solicitation will be made only by addendum issued by the Owner. Notifications regarding specifications may not be considered if received after the due date and time listed on the first page of the solicitation for questions.
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. **OFFERORS 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.

AWARD

17. **AWARD OR REJECTION OF BIDS:** The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a Bidder is deemed to be a non-responsible Bidder.
18. **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>
19. **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

20. **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 Offeror shall comply with applicable federal, state and local laws and regulations.
21. **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.
22. **ANTI-TRUST:** By entering into a contract, the Offeror 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.
23. **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 30 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.
24. **PAYMENT TO SUBCONTRACTORS:** An Offeror awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Offeror'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
 - b. To notify the Owner and the subcontractor(s), in writing, of the Offeror's intention to withhold payment and the reason.

The Offeror 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 Offeror 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 Offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

25. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Offeror in whole or in part without the written consent of the Owner.
26. **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 Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
27. **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 Offeror agrees as follows:
 1. The Offeror 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror 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 Offeror 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.
28. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Offeror directly to the payment address shown on the task order. All invoices shall show the RFP number and/or task order number.
 29. **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 Offeror. 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 Offeror shall comply with the notice upon receipt. The Offeror 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 Offeror accounts for the number of units of work performed, subject to the Owner's right to audit the Offeror's records and/or determine the correct number of units independently; or
 3. By ordering the Offeror 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 Offeror 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 Offeror 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 Offeror 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.

30. **INDEMNIFICATION:** Offeror 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 Offeror or his or her employees, or that of the sub Offeror or his or her employees, if any; and the Offeror 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 Offeror shall, at his or her own expenses, satisfy and discharge the same. Offeror expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Offeror, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
31. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror that the Offeror 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 Offeror 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.

32. **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 Contractor 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.

33. **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, offeror 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 Offeror 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.
34. **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.
35. **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.
36. **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

37. **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.
38. **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.

SPECIAL TERMS AND CONDITIONS

S1. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.

The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

S2. PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.

S3. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.

S4. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the Owner reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Owner whenever such low bid exceeds the Owner's available funds. For

the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds, which were budgeted by the Owner for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Owner shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Owner wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Owner and the lowest responsive, responsible bidder.

CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF BIDDER: Bidder has the capability 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 the size and scope specified (not including Bedford County).

Client Name	Address	Contract Began	Contact Person	Phone/Email

Check Applicable Box:

Corporation Partnership Individual Joint Venture Other

RETURN THIS PAGE

**BEDFORD COUNTY
INVITATION FOR BID (IFB)
BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY
NEW LONDON LOTS 10A & 12A GRADING
BID FORM**

Page 1 of 2

BID NUMBER, OPENING DATE AND FIRM NAME SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

FULL FIRM NAME

PHONE # (INCLUDING AREA CODE)

ADDRESS

FAX # (INCLUDING AREA CODE)

CITY, STATE, ZIP

FEDERAL IDENTIFICATION NUMBER

PRINT NAME OF CONTACT PERSON FOR THIS BID

E-MAIL ADDRESS

Bidder agrees to furnish all services called for in the Solicitation Documents, with all Addenda thereto at the firm fixed prices specified on this Bid Form.

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price or of that of any other bidder, or to secure any advantage against Bedford County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of the Commonwealth of Virginia.

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation for Bid and hereby submits this bid pursuant to such instructions and specifications.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

Receipt of the following Addenda are acknowledged: Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

RETURN THIS PAGE

BID FORM
Page 2 of 2

Scope	Bid Amount
<u>Grading Lots 10A and 12A:</u> per section 2 Scope of Work	\$

Anticipated Time to Completion from Notice to Proceed: _____

The bidder understands that time is of the essence and will provide sufficient manpower and planning to complete the project in timely manner.

***RETURN THIS PAGE**

**BEDFORD COUNTY
INSURANCE CHECKLIST**
Bedford County EDA New London Lots 10A and 12A Grading
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. Workers' Compensation 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. Commercial General Liability 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. Automobile Liability 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:	
---	9. Auto and General Liability Policies shall be endorsed to name Bedford County as additional insured (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. The Certificate must state Bid/RFP Title.	
<u>X</u>	12. 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.	

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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