



INVITATION FOR BIDS

IFB No. 2025-13

Issue Date: October 24, 2024

County of Bedford, Virginia

122 East Main Street

Bedford, VA 24523

[View Solicitation Online](#)

The County of Bedford, Virginia, (“Owner”), will receive sealed bids for the below-described goods/services, subject to the conditions and instructions specified herein.

Title/Project:	Registrar’s Storage Building
Pre-Bid Meeting	A non-mandatory pre-bid conference will be held at 10 AM on November 5, 2024 1239 Turning Point Road, Bedford, VA 24523. This will allow the bidders to examine the site.
Bids Due:	Sealed Bids Will Be Received Until 3:00 p.m., November 27, 2024
Method of Bid Submittal	Submittal requirements shall be as specified in Section B.2.b. No exceptions.
Bid Reading:	Bids will be opened and announced by department staff as specified in Section B.4. The bid opening may be observed in person.
Questions:	Questions or comments related to this solicitation shall be directed to the Procurement Manager <u>not later than 1:00 p.m. on November 20, 2024</u> . All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.
Procurement Manager Contact:	Finance Department, Heather Knight, VCO, VCA <u>hknight@bedfordcountyva.gov</u>

This solicitation as well as all Bedford County solicitations are posted on the County’s procurement website (<https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>) and are available for free download. The solicitation is also posted on eVA, Virginia’s eProcurement Portal (www.eva.virginia.gov) and is available for free download.

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EXHIBITS

Exhibits are provided for reference; do not complete or return them with your bid.

Exhibits within the Contract shall include:

- A. Certification of Compliance with Immigration Laws and Regulations
- B. Summary of Work

SUBMITTAL DOCUMENTS

- Form A: Bid Form
(Include responses to all sections)
- Form B: SWAM Information
- Form C: References
- Form D: Proprietary Information
- Form E: Insurance Carrier Acknowledgement or Certificate of Insurance

REQUIREMENTS

SECTION A SPECIFICATIONS/SCOPE OF WORK

PURPOSE: The purpose and intent of this Invitation for Bid is to establish a firm fixed price contract with one qualified Contractor to construct a 50' x 100' metal storage building for the housing of County Registrar's storage and hosting early voting. This solicitation is issued by the Bedford County Department of Public Works 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".

SPECIFICATIONS / SCOPE OF WORK:

The Contractor shall provide all equipment, resources and qualified personnel required to design and construct a one-story, 50' x 100' pre-engineered steel storage and early voting building.

Further clarification of scope is included in Exhibit B Summary of Work.

General Requirements:

The contractor shall perform all work necessary to provide a complete and operable finished system.

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.

All sub-contractors must be approved by the Owner. Unless specifically approved by Owner, sub-contractors 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.

SECTION B BID PROCESS

1. BID PREPARATION AND SUBMISSION REQUIREMENTS

- a. **Direct contact with anyone other than the County of Bedford, Virginia, including the Owner's departments or the Owner's contractors, regarding this Invitation for Bids is expressly forbidden except with the permission of the Department Contact. Violation of this directive may result in a determination that the Bidder is ineligible for award.**
- b. Bids shall be submitted as specified below; other methods are not allowed.
 1. Sealed Bids shall be mailed or delivered to the County of Bedford between the hours of 8:30 am and 5:00 pm, Monday through Friday:

**Bedford County Administration Office
122 East Main Street, Suite 210
Bedford, VA 24523**

The following information should be written on the outside of the submittal envelope

or package:

- Bid Number
 - Title of Bid
 - Submittal Deadline Date and Time
 - Bidder's Name
1. If the building is closed to visitors, call *540-586-7601* and County staff will meet you at the building's front door to receive your bid.
 2. If the building is closed to both visitors and staff (i.e.: snow closing), then bids shall be accepted on the next business day of the County of Bedford at the originally scheduled time.
 3. In addition to delivery by the Bidder as described above, bids may be delivered by USPS, UPS, FedEx, etc., however the County assumes no responsibility for misrouted documents, and will not consider them if they are received after the specified date and time deadline.
- c. Bids will not be accepted if submitted by any other method than as specified in "b" above.
 - d. All bids shall be submitted on and in accordance with this form. Failure to return required documents and information specified herein may result in a determination that the bid is non-responsive. All costs associated with preparing a bid are the Bidder's responsibility.
 - e. The solicitation document as posted by the County shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the County, but not clearly listed on the exception page of the document as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify the bid from award consideration.

If this solicitation requests information in an electronic format, all electronic files uploaded must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Offerors will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Offerors will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images, or sketches. The County may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- f. Bids must be received by the County as specified on page one of the IFB [or as adjusted per Section B, or by addendum]. Bids received after the due date and time will not be accepted or considered. It will be the responsibility of the Bidder to see that his bid is received by the specified time and date. Date of postmark will not be considered. There will be no exceptions. If the Vendor/Offeror is submitting a response via email, the Vendor/Offeror is responsible for confirming that the type and size of the files to be transmitted can be received by the County before the submission deadline. Submissions received after the deadline due to technological difficulties will not be considered.
- g. The County's receipt of a bid document is not to be construed as a determination that the bid document is responsive, nor shall receipt of a bid document be construed as an award or an order to provide goods or services.
- h. All bids must be signed by an officer or employee having the authority to sign on behalf of the firm.

- i. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the Owner, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the Owner.
- j. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
- k. Prices shall be entered on and in accordance with the bid form. In case of an error in the calculation of cost based on multiple units of the same item, the unit price shall govern and the correct amount will be calculated by the County. In case of an error in the total cost, the individual line items shall govern and the summation will be calculated by the County. When included on the bid form, failure to provide unit pricing may result in a determination of non-responsiveness.
- l. The Terms and Conditions in this Invitation For Bids shall supersede any terms and conditions of the Bidder's bid. Any additional conditions a Bidder intends to be considered must be submitted as part of the bid and be indicated on the Exceptions section of the Bid Form. Such exceptions may result in the bid being determined non-responsive.
- m. The Specifications, Scope of Work, Item Descriptions, etc. shall supersede any additional writings submitted by the Bidder. Such writings shall be clearly marked and noted by the Bidder on the exception page.
- n. All materials specified shall have been determined to have characteristics appropriate for the purposes of this Project. When the drawings or specifications specify one or more manufacturers' brand names or makes of materials, devices or equipment as indicating a quality, style, appearance or performance, the Bidder shall base his bid on either one of the specified brands. Unless the clause "or equal" is used in the specifications or Scope of Work pertaining to the material or article, only the specified items shall be used. In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the proposed use of an alternate article other than that specified must be approved by the Owner. Use of an alternate shall not be permitted unless it has been found to be equal or better by the Owner and at no additional cost.

The burden of proof as to the comparative quality and suitability of alternative equipment, articles or materials shall be upon the Bidder and he shall furnish at his own expense, such information relating thereto as may be required by the Owner. The Owner shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles or materials and his decisions shall be final and unreviewable.

Requests for approval of alternate products shall be submitted in writing a minimum of seven (7) calendar days prior to the due date and time of the bids and shall include manufacturers samples(s). Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity describe.

- o. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- p. Bidders may request withdrawal of their bids from consideration due to error by giving notice to the Department Contact not later than two business days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.

- q. A bid by a Bidder certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Bidder from award of a contract.
 - r. Bid submittals (including all documents, schedules, reports, plans and other attachments) shall become the property of the County of Bedford, VA and/or any agency of the County, and/or any political subdivision for whom the County of Bedford, VA issues this solicitation, and documents will not be returned to the Bidder.
2. **ADDENDA:** Changes or supplemental instructions to this Invitation For Bids will be in the form of written Addenda. All Addenda will be posted online with this solicitation. It is the Bidder's responsibility to check for Addenda prior to the bid due date and time to ensure that all addenda are received.

The County posts all solicitations and related addenda on the Finance webpage (<https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>).

All Bidders shall acknowledge receipt of Addenda with the Bid. Acknowledgement of all Addenda shall be in the space provided on the Bid Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the Bid may be determined non-responsive.

3. **PUBLIC OPENING:** Bids must be received by the time specified on page one of the IFB [or as adjusted per Section B, or by addendum]. Fifteen minutes after that time, bids will be opened and announced by staff in the County Administration Building's second-floor Board Room.

4. **AWARD AND EXECUTION OF CONTRACT:**

A. Award of Contract:

The Contract will be awarded, or the bids rejected as soon as reasonably possible, but not later than ninety (90) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the Bidder, or Bidders.

A single award will be made to the lowest responsive and responsible Bidder and shall be based on the Bid Summation of TOTAL BID PRICE including any alternates chosen by the Owner.

When the terms and conditions of multiple bids are so provided for in the invitation for bid, awards may be made to more than one bidder. If in the event only one bid is received and the Department Contact in consultation with the Procurement Manager makes a determination that it would not be in the best interest of the Owner to re-bid the procurement, such determination shall be in writing and shall be provided to the approving authority when approval by other than the Procurement Manager is required. In case of a tie bid, preference shall be given to goods, services, and construction produced in Virginia or provided by Virginia persons, firms, or corporations (with Bidders situated within the County of Bedford given first preference) if such a choice is available; otherwise the tie bid shall be decided by lot. Where all Bidders are Virginia persons, firms, or corporations (or alternatively, if all Bidders are non-Virginia persons, firms, or corporations), the tie shall also be decided by lot.

A notice of award will be posted with the original solicitation on the Finance webpage (<https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>).

The County reserves the right to reject any and all bids, including if the County determines any of the bid prices are significantly unbalanced to the potential detriment of the County, and to waive any informality, if it is determined to be in the best interest of the County. Unless canceled or rejected, a responsive bid

from the lowest responsible Bidder shall be accepted as submitted; except if the bid from the lowest responsible Bidder exceeds available funds, the Purchasing Agent may negotiate with the apparent low Bidder to obtain a contract price within available funds.

A Bidder may protest the award or decision to award by submitting such protest in writing to the Procurement Manager no later than ten (10) days after the award of the announcement of the decision to award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought.

B. Entering Contract:

Upon award of the solicitation to a Bidder, such Bidder shall enter into the Contract by signing the Contract and by furnishing the Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance with Endorsement(s) within ten (10) calendar days after the date of the award. Failure to provide the Certificate and endorsement(s) within this period may be cause for the County to award a contract to the next responsive Bidder, and hold the original Contractor liable for excess costs.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful Bidder and the Owner. However, failure by the successful Bidder to enter into a written contract shall cause the successful Bidder to forfeit the full amount of the bid guarantee to the Owner.

C. Contract Period:

The work under this contract shall be performed within 180 days of the Notice to Proceed.

5. DEBRIEFING

Bid and proposal records shall be open to public inspection only after award of the Contract. Unless the Owner decides not to accept any bids or not to accept any of the proposals and reopen the solicitation, any Bidder may be allowed to inspect the bid records after bid opening, and any offeror may be allowed to inspect the proposal records after the evaluation and negotiation of proposals are completed, and prior to award.

Inspection of the records shall be made available in the office of Finance for public review. Interested parties may request a review time during normal business hours, 8:30 a.m. – 5:00 p.m., Monday -Friday. The Procurement Manager reserves the right to limit the duration of inspection reviews to not more than sixty minutes per review; multiple reviews are allowed. Until available to the public, no copy, photograph, or any other facsimile of a procurement record shall be allowed.

A notice of decision to award or award will be posted with the original solicitation on Finance's webpage (<https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>).

SECTION C
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 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.

AWARD

17. **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.
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.bedfordcountyvva.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 forty-five (45) days after receipt of a proper invoice, or forty-five (45) 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 45 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 45 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.

SECTION D 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.
- f. 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.

EXHIBITS

Exhibits are provided for reference; do not complete or return them with your bid.

Exhibits within the Contract shall include:

- A. Certification of Compliance with Immigration Laws and Regulations
- B. Summary of Work

EXHIBIT A**Certification of Compliance with Immigration Laws and Regulations**

Section 2.2-4311.1 of the Code of Virginia requires every public body to provide in every written contract that the Contractor does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the County of Bedford or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor: *(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)*

Type of Business Entity:

Sole proprietorship *(Provide full name and address of owner):*

Limited Partnership *(Provide full name and address of all partners):*

General Partnership *(Provide full name and address of all partners):*

Limited Liability Company *(Provide full name and address of all managing members):*

Corporation *(Provide full name and address of all officers):*

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees: _____

Are all Employees Who Work in the United States Eligible for Employment in the United States? _____

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 20__ on behalf of _____ as evidenced by the following signature and seal:

Name of Contractor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20__

by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

My commission expires: _____

Notary Seal

EXHIBIT B**Summary of Work**

Part 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Work
- B. Constraints on Performance
- C. Sequencing of Work
- D. Coordination

1.02 SUBMITTALS

- A. Contractor shall submit the following prior to beginning any Work at the Site:
 - 1. Site utilization plan showing, at a minimum, Contractor laydown areas, parking area, construction trailers, construction security fencing limits, access roads, etc. Contractor shall work with Owner to develop the plan. Contractor shall maintain Owner's access through existing travelways into and out of the Site at all times. Contractor shall not obstruct the adjacent building and parking areas.
 - 2. Final Building Design. Contractor shall develop a set of signed and sealed Final Building Design drawings. Owner shall be consulted throughout development of the Final Building Design drawings, including but not limited to key design criteria as described further in Section 1.03.
 - 3. Building Permit. Contractor shall develop final building design and obtain a Building Permit. Owner shall work with Contractor to serve as applicant. Building Permit fees are typically waived for Bedford County.
 - 4. Grading Permit. Contractor shall work with Owner to obtain a Grading Permit if applicable.

1.03 DESCRIPTION OF WORK

- A. The Work includes, but is not limited to, the following:
 - 1. Building. Design and construction of a one-story, 50' x 100' pre-engineered steel storage and early voting building.
 - a. A "Preliminary Building Floorplan" drawing is included as part of the Contract Documents. Contractor shall work with Owner and prepare a Final Building Design for the pre-engineered building, sufficient for obtaining a Building Permit and for construction of the building. The final design shall meet the following criteria:
 - i. Overall simple rectangular footprint of 50'x100'.
 - ii. Structural layout shall avoid interior columns to maximize storage and the ability to maneuver equipment inside the building. Eave height shall be 14'.
 - iii. Walls and roof system shall be corrugated metal, insulated, and of a type,

- style, and color selected by the Owner from standard colors.
- iv. Building shall include one 8' x 10' overhead rollup door with motorized openers and safety sensors.
 - v. There shall be one full height steel stud and GWB (1/2") wall separating the storage area from the early voting area.
 - vi. Contractor shall provide and install personnel doors as shown on the preliminary floor plan. Contractor shall coordinate with owner's security contractor for installation of badge readers at all exterior man doors.
 - vii. HVAC. Contractor shall design, furnish, and install heating and cooling sufficient to condition the entire building interior.
 - viii. Electrical and lighting. Contractor shall work with Owner to specify sufficient ceiling lighting throughout the building interior, exterior lighting to illuminate the parking area immediately adjacent to the building. All lighting shall be LED. Power needs shall include receptacles sufficient to for office use on the early voting side and spaced approximately 20' apart on the storage side. The storage side shall have 12 ceiling mounted electrical cord reels situated in 3 rows centered in the space.
 - ix. Plumbing. Two commodes and one sink shall be installed in the women's restroom and one commode, one urinal, and one sink shall be installed in the men's restroom. The hot water heater shall be installed in the mechanical room. Restrooms shall be ADA compliant.
 - x. Building shall have a minimum 20-year weathertightness warranty.
2. Site construction and utility extensions. The building pad is more particularly depicted and described on the drawings entitled "Registrar's Storage Building". Contractor shall complete the additional site and utility work as needed. In addition to the water and sewer lines needed, the Contractor shall coordinate with Owner to extend the electrical service from the existing line immediately adjacent to the Site. Contractor shall coordinate with Bedford Electric and Owner as required to extend the electrical service.
 3. All other appurtenant work as depicted on the drawings or as required to provide a complete, finished building and Site.

1.04 CONSTRAINTS ON PERFORMANCE

A. NOT USED

1.05 SEQUENCE OF WORK

A. NOT USED

1.06 COORDINATION

A. Coordination.

1. Connections with Existing Facilities: The Contractor is advised that if any connections, replacement, and other Work requiring the shutdown of an existing facility is necessary, these shutdowns shall be coordinated with the Owner and can only be scheduled at times when the impact on the Owner's normal operation is minimal. The Contractor may be

required to work overtime, nights and weekends in making these connections.

2. The Owner shall be notified sufficiently in advance, within a minimum of 72 hours, of any shutdown required by the Contractor to perform the Work.

PART 2 PRODUCTS

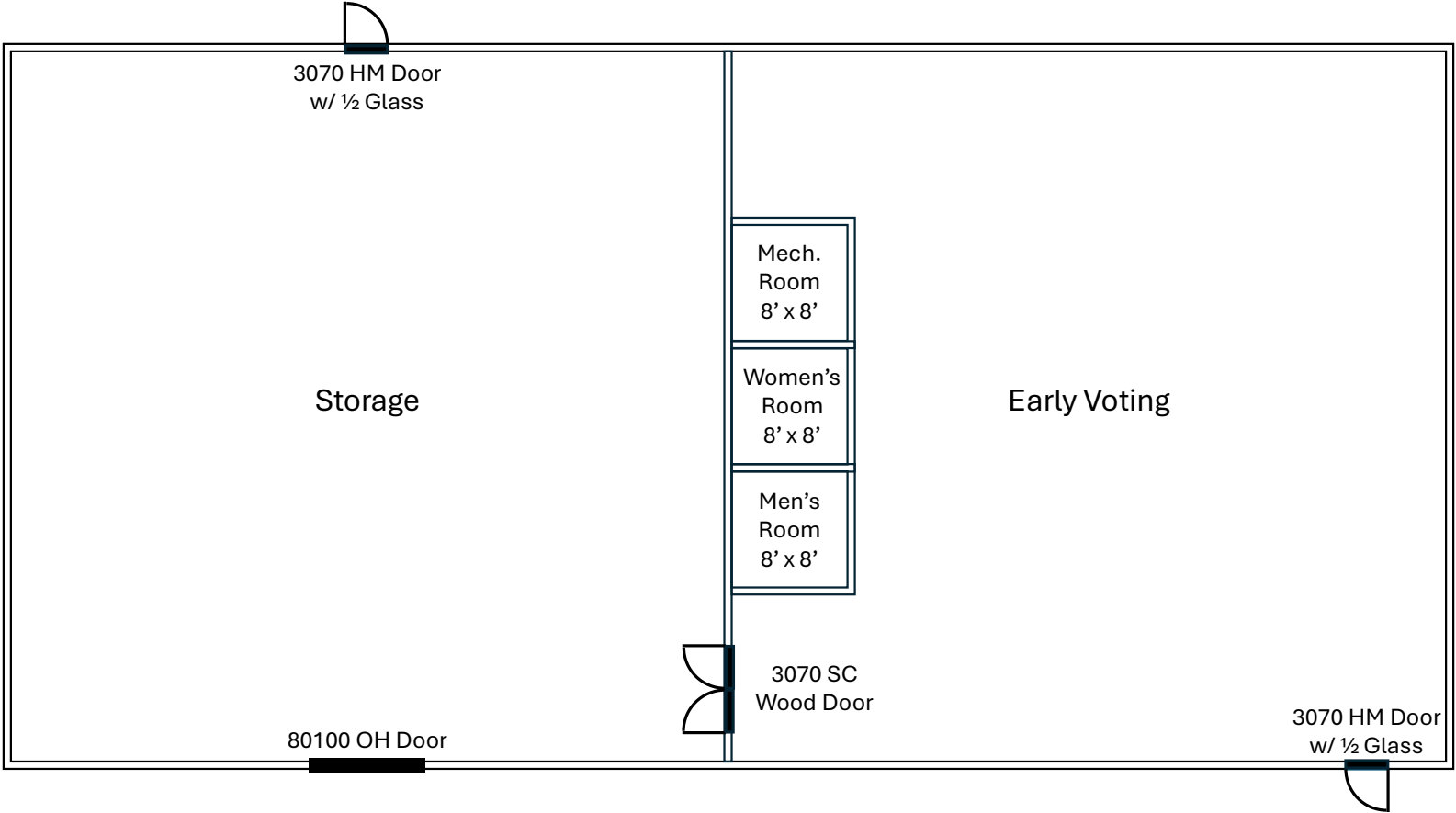
Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01010

Registrar's Storage Building
50' x 100'



3070 HM Door
w/ 1/2 Glass

Storage

Mech.
Room
8' x 8'

Women's
Room
8' x 8'

Men's
Room
8' x 8'

Early Voting

80100 OH Door

3070 SC
Wood Door

3070 HM Door
w/ 1/2 Glass

SUBMITTAL DOCUMENTS

- Form A: Bid Form
(Include responses to all sections)
- Form B: SWAM Information
- Form C: References
- Form D: Proprietary Information
- Form E: Insurance Carrier Acknowledgement or Certificate of Insurance

FORM A



BID FORM

(Completed Form Shall Be Submitted as Bid Cover Pages)

IFB Number:	IFB 2025-13
Bid Name:	Registrar’s Storage Building
Due Date and Time:	Sealed Bids Will Be Received Until 3:00 p.m., November 27, 2024

BIDDER INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____ - _____
Employer Identification Number (EIN)	_____ - _____
Social Security Number (only if a EIN is NOT provided)	_____ - _____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

- 1. **BASIS OF BID:** In submitting a bid, the undersigned agrees and acknowledges that the bid is made in accordance with the provisions and requirements, terms and conditions, exhibits, attachments, and addenda of IFB # 2025-13.

Bidder acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation For Bids:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 2. **DEBARMENT/SUSPENSION:** By submitting a bid, unless stated in the "Exceptions" section below, the Bidder certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Bidder from award of a contract.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 3. **INDEMNIFICATION:** The County of Bedford cannot legally agree to any clause indemnifying the Bidder/Offeror from any damages arising out of a contract or hold the Bidder/Offeror harmless. The submission of a bid/proposal constitutes an agreement by the Bidder/Offeror not to request such language in a resulting contract.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

4. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Bidder takes exception to terms, conditions, requirements, or specifications stated herein. Bidder must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted: _____

Exceptions taken from the stated terms or specifications may be cause for bids to be deemed "non-responsive".

5. **ANTI-COLLUSION CERTIFICATION:** The undersigned certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Bidder understands collusive activity is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

Virginia State Corporation Commission (“SCC”) registration information: The undersigned firm:

- is a corporation or other business entity with the following SCC identification number, OR
- Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust, OR
- Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the firm in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from firm’s out-of-state location) OR
- Is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned firm’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia, OR
- Currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver).

Note: The “Firm Name” as submitted in response to this solicitation should **exactly** match the name registered with the state for the above specified SCC identification number. Inconsistencies may result in rejection of your submittal.

- 7. **DELIVERY:** The work under this contract must be performed within 180 days of Notice to Proceed.

No relief in the application of liquidated damages shall be granted due to delays attributed to subcontracted work.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 8. **PAYMENT TERMS:** Payment terms shall be "Net 45 Days".

9. **AUTHORIZATION TO UTILIZE DIGITAL SIGNATURES**

By signing below with an original signature and returning this document with your response in accordance with this solicitation's submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

10. **BID**

BIDDER NAME: _____

BIDDER ADDRESS: _____

BIDDER CITY, STATE, ZIP: _____

PRINT NAME OF CONTACT PERSON FOR THIS BID: _____

EMAIL ADDRESS: _____

PHONE NUMBER (INCLUDING AREA CODE): _____

FEDERAL IDENTIFICATION NUMBER: _____

TOTAL BASE BID PRICE: \$ _____

_____ dollars

All prices for goods shall be F.O.B. Destination: Freight, delivery costs, fuel, and incidental charges shall be included.

Signature: _____ Date: _____

11. **AUTHORIZATION**

In accordance with the terms and conditions, requirements, and scope of work/specifications of this Invitation For Bids, the undersigned agrees to furnish any or all of the items and/or services. The undersigned acknowledges that its bid offer is valid for a period **of not less than ninety (90) days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Invitation For Bids, and is authorized to contract on behalf of firm named below.

This form must be signed by an authorized person of the firm. If the firm is a partnership, the signature of at least one of the partners must sign, using the term "member of the firm" or "general partner". If the firm is an LLC, the form must be signed by a "member", or by the "manager" if the LLC is manager-led. If the firm is a corporation, then the signatory must be listed by the SCC as an officer of the firm, except that an authorized employee may sign if a notarized Resolution of the Board of Directors of the firm states that the signatory is authorized in the name of and on behalf of the corporation to sign this bid offer and any resulting contract (Resolution should be included with the bid submittal; see attached). Please note that for the resultant contract, the County will require a resolution or some indication of authority for a signature by anyone other than the President or a Vice President.

All signatures must be original and not photocopies.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

The following form is to be completed and returned with the bid only when applicable, per preceding section "Bid Authorization" requirements stated above.

RESOLUTION OF THE BOARD OF DIRECTORS OF

(Insert Name of Corporation)

At a meeting of the Board of Directors of the corporation held pursuant to due notice in the offices of the corporation at _____, on the _____ at _____,
City, State Date Time*
a quorum being then and there present, the following resolution was proposed and adopted:

RESOLVED that _____
Name of authorized individual
shall be authorized in the name of and on behalf of the corporation to execute a bid in response to COUNTY OF BEDFORD, VIRGINIA (COUNTY) IFB No. 2025-13, Registrar's Storage Building and any resultant agreement between

(Insert Name of Corporation)
and COUNTY OF BEDFORD, VIRGINIA (COUNTY) for goods and/or services as provided for in the above specified COUNTY IFB and to execute any and all documents required by said COUNTY in connection therewith or necessitated thereby;

BE IT FURTHER RESOLVED that a Staff Member of the corporation be and hereby is authorized to affix and attest the corporation's seal to said agreement and any and all such other documents; and any and all actions heretofore taken by the corporation and/or its officers or agents or any of them with respect to the foregoing are hereby approved, ratified and confirmed.

*NOTE: Date of above meeting must not be earlier than date of applicable agreement.

----- CERTIFICATE -----

I, the undersigned,

Staff Member Name
of _____
Name of Corporation

do hereby certify that the foregoing Resolution was adopted at the meeting aforesaid, conducted pursuant to due and lawful notice to all members of the Board of Directors of the corporation and in accordance with law and the articles of incorporation and bylaws of the corporation, at which meeting a quorum was at all times present. I also certify that said Resolution has not been amended, modified or rescinded and is still in effect. I further certify that

Name of authorized individual
whose name is signed to the document or documents described in the Resolution, did lawfully hold employment with the corporation on the date of execution of such document or documents.

Staff Member Signature

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 20____
by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

My commission expires: _____

Notary Seal

12. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

If as a result of this solicitation the bidder is awarded a contract, he/she will be required to sign the CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS form (see Exhibits), which includes provisions that the Contractor does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

By signing below, you agree to the requirements of the Exhibit entitled CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

13. Completed W-9:

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
OR				
Employer identification number				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

14. **CONTRACTOR'S LICENSE**

BIDDER NAME: _____

Under Title 54.1, Chapter 11, Code of Virginia, a Contractor that for a fixed price, commission, fee, or percentage undertakes to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvements to such real property is required to hold a business license issued by the Virginia Board for Contractors. Licenses are issued in one of three license classes; A, B, or C as follows:

1. One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more shall show evidence of being licensed as a Class A Contractor.
2. Ten thousand dollars (\$10,000.00) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.
3. Over one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The County shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning Contractors.

In addition, a valid business license from the County may be required.

Provide the License Class held below or attach a copy of the business license:

"License Class A Virginia Contractor No. _____."

"License Class B Virginia Contractor No. _____."

"License Class C Virginia Contractor No. _____."

Classification/Specialty _____.

In addition, upon award of a contract, the Contractor shall comply with the Business License requirements of the County. Contact the Commissioner of the Revenue's office for requirements (540-586-7621).

15. NOTICE OF ESCROW OPTION

If this is a bid for construction as defined in Virginia code Section 2.2-4301 in the amount of \$200,000.00, or more, and if determined to be the selected contractor. I/we elect to utilize the escrow account procedure described in the provisions of "EXHIBIT D" of this Invitation For Bids.

_____ (WRITE "YES" OR "NO")

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

FORM B
SMALL, WOMEN-OWNED, MINORITY, AND SERVICE DISABLED
VETERAN-OWNED BUSINESS REQUIREMENTS

This form may be submitted with the bid or be submitted prior to award.

BIDDER/OFFEROR NAME: _____

This form is for small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service-disabled veteran-owned small business (SDV), collectively known as SWAM.

If you are a SWAM firm, please check one of the following boxes:

SBE WBE MBE SDV

BIDDER/OFFEROR'S RESPONSIBILITIES:

- A. In the spaces below, report the anticipated SWAM firms that you intend to subcontract with if a contract is awarded to your firm. ***This information may be submitted with their bid/proposal or prior to award.***

<u>Company Name:</u>	<u>Work to be subcontracted to SWAM firms</u>
_____	_____
_____	_____
_____	_____
_____	_____

FORM C
REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with the Bid)

BIDDER NAME: _____

1. QUALIFICATIONS OF BIDDER: Bidder has the capacity in all respects to satisfy the contractual requirements as specified? YES ____ NO ____

2. YEARS IN BUSINESS: Indicate 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).

Reference 1

Name of Business, County, or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, County, or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, County, or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 4

Name of Business, County, or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 5

Name of Business, County, or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

The Owner reserves the right to conduct additional reference checks.

FORM D
PROPRIETARY INFORMATION
(Completed Form Shall be Submitted with the Bid)

BIDDER NAME: _____

Trade Secrets or Proprietary information submitted by a Bidder or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices. (Section 2.2-4342(F)(c) of the Code of Virginia).

Please mark one:

No, the bid does not contain any trade secrets and/or proprietary information.

Yes, the bid does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Bid Proprietary. Bidders are encouraged to provide a single redacted electronic copy of the bid with the Original bid if proprietary information is contained in the bid.**

**FORM E
INSURANCE CARRIER ACKNOWLEDGEMENT OR
CERTIFICATE OF INSURANCE**

In order for the Bidder’s bid to be considered, the form below shall be completed by a representative of the Bidder’s insurer and shall be returned with the Bidder’s sealed response to this Solicitation. Failure to provide the completed form may result in a determination that the bid is ineligible for award.

The undersigned represents that the insurance requirements specified in “Exhibit C” of this Solicitation are understood, and requirements including the specified forms, can be provided to the County upon the Bidder’s payment of applicable insurance premiums, should the Bidder be awarded a contract as a result of this Solicitation.

Insured’s Name (the Bidder): _____

Insurance Representative’s printed name: _____

Insurance Representative’s signature: _____

Insurance Representative’s Title: _____

Insurance Representative’s Phone Number: _____

Insurance Representative’s e-mail: _____

Insurance Representative’s Office Address:

Note: Providing the above information does not create an obligation between the Insurance Representative and The County of Bedford, Virginia. Its sole purpose is to validate the Bidder has reviewed the insurance requirements with the Insurance Representative, prior to the submission of a bid by the Bidder, and if the Bidder is awarded a contract and pays appropriate insurance premiums; that you can provide the coverage and County required forms.

Completed Operations Coverage **AND** Alternate Employer Endorsement (WC 00 03 01 A); **AND** either the single form, CG 20 10 11 85 **OR** CG 20 10 10 01.

The Name of the Person of Organization of the forms shall be as follows:

The Certificate of Insurance, accompanied with all subsequent endorsements shall include and designate **“The County of Bedford, Virginia, its officers, agents and employees as additional insured on a primary and non-contributory basis”**. The Policy Number shall be printed and shown on the Certificate of Insurance and each additional endorsement.