



INVITATION FOR BIDS

FEMA HMGP Foundation/Masonry Contractor Services, Homes #63 & #64

IFB No: 20-020-CJ

June 26, 2020

County of Gloucester
Central Purchasing Office
6489 Main Street – Suite 324
Gloucester, Virginia 23061

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of Central Purchasing, 6489 Main Street, Suite 324, Gloucester, Virginia, 23061, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

I. PURPOSE: Gloucester County is seeking bids from qualified and properly licensed Virginia contractors to provide footings and necessary foundation/masonry work and various other contracting disciplines for two (2) private residential homes needing elevation due to flood plain conditions. The plans and specifications for the homes are attached to this solicitation. The homes are associated with the FEMA Hazard Mitigation Grant Program (“HMGP”), HMGP DR-4291-073-004 and HMGP DR-4291-073-002. These homes are eligible for assistance to have them elevated and the foundation raised a certain distance above the National American Vertical Datum of 1988.

Non-Mandatory Pre-Bid Site Visit: Non-mandatory pre-bid site visits will be conducted by appointment on **July 7, 2020**. Appointments shall be scheduled in advance with the construction manager, Anne Payne, by phone 804-815-5901 or by email apayne@gloucesterva.info and shall be conducted independently.

After the site visit any questions shall be emailed to Christine Joyce at cjoyce@gloucesterva.info and an addendum will be issued. Questions are to be submitted by **July 9, 2020 at 4:30PM**. Although the meeting is non-mandatory, bidders are highly encouraged to perform a site visit on this date because no further investigations may be available.

Bid Due: July 20, 2020 at 2:00 PM

- *Public bid opening will be held at the Colonial Courthouse located at 6504 Main Street, Gloucester, VA 23061 at the due date and hour listed above. Social distancing guidelines must be followed.*

Contract Officer: _____

Christine Joyce, CPPB, VCA, Senior Buyer(804) 693-1208, email: cjoyce@gloucesterva.info

ONE ORIGINAL AND TWO COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____ City/State/Zip _____

Telephone: _____ FAX No.: _____ E-mail: _____

Business License Number: _____ Jurisdiction: _____

Virginia State Corporation Commission Identification Number: _____ (Required for Award)

Print Name: _____ Title: _____

Signature: _____ Date: _____

II. Scope of Work

The Contractor shall furnish all labor, supervision, equipment, tools, parts, and materials, as necessary to provide masonry footings and foundation structures, carpentry, electrical, plumbing, HVAC and interior finishing necessary to accomplish the work required in the attached plans and specifications for the private residential home listed below.

Home #63 –9956 Line Fence Rd., Hayes, VA (Tax Map 52, Parcel 385)

Home #64– 8099 Big Oak Lane, Gloucester, VA (Tax Map 21, Parcel 13A)

Contractor shall coordinate their work with the Gloucester County Engineering Department Contract Administrator, Anne Payne, E.I.T., (804-693-6175), who serves as the County Construction Manager. The Contractor may also have interactions with staff of the Gloucester County Purchasing Department (804-693-6235), and the Gloucester County Building Inspector (804-693-2744).

The Contractor shall be responsible for working cooperatively with the Gloucester County Building Inspector’s Office to ensure that any hazardous materials are identified and isolated prior to the commencement of any construction activities. Additionally, the Contractor shall immediately cease any potentially damaging work or any site work that uncovers archeological remains and immediately notify the County Construction Manager.

All work is to be carried out by Contractor licensed by the Commonwealth of Virginia, as per §54.1-1100, *Code of Virginia*. Only the best practices using standardized, acceptable methods of masonry and residential construction will be acceptable. All work shall be performed to conform to the appropriate 2015 USBC (Uniform Statewide Building Code) or the 2015 IRC (International Residential Code) and local building codes. The Contractor shall be solely responsible for seeking and achieving all statutory inspections associated with the construction work.

The elevation/construction/land disturbance zone shall be less than 2,500 square feet, so no land disturbance or BMP requirements will be needed as part of this project.

Gloucester County will contract with and have a separate “Elevation Contractor” on-site during the execution of this project. The Elevation Contractor will perform the work necessary to physically raise the listed homes and lower them onto their new foundations allowing the progress of work under this Contract. Work items shown on the plans related to the actual lifting and lowering of the homes are the responsibility of the Elevation Contractor. All other work listed shall be performed by the Contractor under this Contract. The Contractor shall cooperate and coordinate with the Elevation Contractor’s activities associated with the Work.

III. Sequence of Work

- A. Upon receiving a Notice to Proceed, the Contractor shall engage the services of a licensed septic service to identify the septic system components and limits of the drain field. The Contractor shall erect construction fencing to protect all parts of the septic system during construction. After the septic system limits have been delineated and protected, the initial work provided by the Contractor shall include the physical disconnection of all utilities and services to the home such as electrical, telephone, cable/satellite, plumbing, well pump systems, septic, gas and HVAC systems. The Contractor, in coordination with the homeowner, shall be responsible for contacting such utility providers as Dominion Virginia Power, Verizon, Cox Communications or other independent utility service providers in order to facilitate the disconnection of services to the home. This disconnection shall be done in an acceptable workmanship manner that properly preserves the equipment and services in order to render them in a satisfactory condition for reconnection to the home after it is lowered on the new foundation.
- B. After the Contractor completes all disconnections, they shall inform the County Construction Manager of this condition. At this point, the County will engage the services of the County's Elevation Contractor, under a separate contract, who will raise the home. The time taken to raise the home by the County's Elevation Contractor will not be charged against the Contractor's completion schedule.
- C. After the home is raised by the County's Elevation Contractor, the County's consulting engineer will examine the structure to verify that conditions match those shown on the plans. The consulting engineer will either certify that the project shall proceed in accordance with the plans or issue drawing revisions. The Contractor will receive a copy of this report. Once the Contractor acknowledges receipt of the report and agrees to any potential revisions, a second Notice to Proceed will be issued to the Contractor from the County Construction Manager, and the Contractor shall initiate all construction work as identified in the plans and specifications including any revisions.
- D. When the construction work reaches the point where the home can be lowered back onto the new foundation structure, the Contractor shall inform the County Construction Manager of this condition, whereby the County's Elevation Contractor will be re-engaged for lowering the home. The time taken to lower the home by the County's Elevation Contractor will not be charged against the Contractor's completion schedule.
- E. After the home is successfully lowered and secured onto the new foundation, the Contractor shall complete all service reconnections and return all equipment and utilities to their operational capacity. Reaching this point will indicate that the construction work is considered 75% complete and the Contractor may request a 50% payment.
- F. **Substantial Completion** is reached when all work is completed per the plans and specifications and a Certificate of Occupancy has been issued. At a minimum, this includes but is not limited to, completion of all masonry and framing, all service reconnections, construction of stairs and railings, grading, adding topsoil and seeding of all areas disturbed by the construction activities. The County Construction Manager will initiate a Notice of Substantial Completion and deliver it to the Contractor with a punch list of items that shall be resolved and completed within the schedule called for in Paragraph V. At this point, the Contractor may request a 95% payment.
- G. **Final Completion** is reached when all punch list items are completed under the terms and conditions of the contract and meets with the satisfaction of the County Construction Manager. Additionally, the homeowner shall have signed the "Owner's Certificate of Satisfaction", and the Contractor shall have submitted all required paperwork to the FEMA Hazard Mitigation Consultant (See Attachments) Reaching this point will indicate that the construction work is considered 100% and the Contractor may request a final payment.

IV. Worksite Conditions and Contractor Restrictions

The Contractor shall keep the premises reasonably clean and orderly during the course of the work and remove from the site all debris and waste material resulting from the work. The Contractor shall be solely responsible for the safekeeping of all construction materials and equipment on the work site during the entire construction period and be financially responsible for replacing any items that are missing or stolen from the worksite during the construction period. Upon completion of the work, the Contractor agrees to leave the premises in broom clean condition. The Contractor shall take appropriate measures to protect and prevent any damage to any part of the structure during the construction period. This is especially pertinent as it relates to damages to the well, septic systems and HVAC systems during the construction period. It shall be the Contractor's sole responsibility to repair any damages identified by the County Construction Manager during the construction period. The Contractor shall also be solely responsible for warranting their work as identified in Paragraph XII-Warranties.

During any period of the construction, the Contractor **shall not and is not authorized** to perform any additional work for the homeowner that is outside of the Scope of Work of this contract. The Contractor may pursue additional work for the homeowner after the County's contract has been fully completed and all items identified on the punch list have been fully satisfied. The Contractor's violation of this requirement may result in the County initiating breach of contract actions.

V. Completion Schedule

The Contractor should begin work within ten (10) days of an initial Notice to Proceed from the County Construction Manager notifying them that they are to disconnect the various utilities and services from the home so it can be raised from its existing foundation. After the home is raised, the County's consulting engineer will examine it to identify any undetected conditions that may not be reflected in the plans and specifications and make any changes as needed. After this task is completed, a second Notice to Proceed will be issued by the County Construction Manager to the Contractor directing them to immediately begin work. The work day shall be at the convenience of the Contractor to meet the completion schedule. Because this work has a not to exceed date listed below, no 'Weather Days' will be allotted by the Owner. It is the Contractor's sole responsibility to complete the construction by the schedule listed below, regardless of weather or other extenuating circumstances.

Substantial Completion shall be completed within **sixty (60) days for homes under 1,500 sq. ft, and ninety (90) days for homes greater than 1,500 sq. ft.**

Failure to meet any of the completion schedule, either substantial or final completion, may subject the Contractor to the payment of liquidated damages as identified in Paragraph 21 of the Special Terms and Conditions.

VI. Contractor Qualifications

- a. Contractor shall have a current Virginia Contractor's License issued by the Department of Professional and Occupational Regulation with the appropriate Class and Specialty for the work undertaken for residential structures. A copy of appropriate license should be submitted with your bid.
- b. Contractor shall have a current Gloucester County Business License issued by the Commissioner of the Revenue or evidence of a business license from another Virginia jurisdiction. Copy of appropriate license should be submitted with your bid.
- c. Contractor shall provide evidence of adequate General Liability Insurance and Worker's Compensation Coverage with a separate endorsement naming the County of Gloucester as an additional insured.

VII. Method of Award

Gloucester County will make award to the lowest responsive and responsible bidder on a line item basis. A contract (see attached Sample Contract) shall be issued upon award conditioned upon the receipt of required insurance, insurance endorsement, licenses, performance bond, and payment bond.

VIII. Payment & Performance Bonds (See Special Terms & Conditions No. 8)

A Labor and Material Payment Bond and a Performance Bond (see Attachments Section), each in the amount of the contract, shall be required upon award and prior to final the execution of a contract.

IX. Bid Submittal Requirements (See Special Terms and Conditions No. 9)

Bids in excess of \$100,000 shall be accompanied by a bid bond or guaranty of five percent (5%) of the amount of the bid, which shall be a certified check, cashier's check, or a bid bond payable to the Treasurer of the County of Gloucester, Virginia. The sureties of all bonds shall be a surety company or companies as are approved by the State and are authorized to transact business in the County. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of sixty (60) days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid and Purchase Order or Contract. The bid guarantee will be returned upon award of contract. Additionally, this Invitation for Bids, including the Terms and Conditions, Bidder Questionnaire and any Addendums, are to be completed and submitted. The time clock stamp in the Gloucester County Central Purchasing Office shall determine the time of receipt. Bidders are responsible for insuring their bids are stamped by Central Purchasing personnel by the deadline indicated. The County Purchasing Agent reserves the sole right to reject any and all bids, to waive any informality in any bid, and to make multiple awards/contracts should it be deemed in the best interest of Gloucester County.

X. Acceptance

Final acceptance of the construction services shall be made by the County Construction Manager and the homeowner, after all work is complete, including any corrections or revisions.

XI. Payment

Upon satisfactory completion of 75% or more of the contract, Contractor may request payment for 50% of the contract amount. (See Paragraphs III (E) and (F)) The County Construction Manager reserves the sole right to make a final determination of the work that has been satisfactorily completed. Final payment will be made when all work, under the Terms and Conditions of the contract, has been accepted by the County Construction Manager and the homeowner has signed an Owner’s Certificate of Satisfaction (Attached). (See Final Completion, Paragraph III (G).)

XII. Warranties

Per §55-70.1 (E), *Code of Virginia*, the Contractor shall extend a warranty for all materials and labor for a period of one (1) year from the date of final completion as defined in Paragraph III, (G), or when the homeowner moves back into the house, whichever occurs first. The warranty for the foundation shall extend for a period of five (5) years from the date or final completion as defined in Paragraph III, (G).

XIII. Drawings

The Contractor shall provide the construction services as detailed in the plans and drawings. Be advised that the County will only provide full-size drawing and plan sheets to the successful Contractor. If a bidder desires full-size sheets for bidding, they may acquire them by contacting Anne Payne 804-815-5901. Charges will be associated with printing the sheets.

XIV. Pricing Schedule

Per the Plans/Specifications for the homes listed below:

BID

(This is the basis for award)

Home #63

9956 Line Fence Rd, Hayes, VA (Tax Map 52, Parcel 385)

\$ _____

Home #64

8099 Big Oak Lane, Gloucester, VA (Tax Map 21, Parcel 13A)

\$ _____

Optional Pricing:

(This is not the basis for award)

Home #63

9956 Line Fence Rd, Hayes, VA (Tax Map 52, Parcel 385)

Add Alternate – Overexcavate All Footings and Install 6” 57 stone over filter fabric \$ _____

Add Alternate – Unit Price per 16”x16” CMU Pier \$ _____

Home #64

8099 Big Oak Lane, Gloucester, VA (Tax Map 21, Parcel 13A)

Add Alternate – Overexcavate All Footings and Install 6” 57 stone over filter fabric \$ _____

Add Alternate – Unit Price per 16”x16” CMU Pier \$ _____

Awards will be made on a line item basis per the bids offered in the above pricing schedule.

Bidder shall write the words “**NO BID**” to indicate Bidder does not wish to bid on an item. **Inserting “-0-” to indicate “NO BID” may result in rejection of the bid.** Be advised that it is the County’s desire to initiate construction services at

all properties on a simultaneous schedule. Therefore, it is the bidder's sole responsibility to ensure they have the capacity to perform the construction services on the homes they choose to offer a bid.

Be advised that the County will enforce the terms of the completion schedule which includes the imposition of liquidated damages for failure to meet any and all performance deadlines.

When is your immediate availability? _____

Bidder represents that their bid includes the repair or replacement of up to 25% of the sub-floor framing, including, but not limited to, beams, joists, plates, and band boards found to be rotten or otherwise damaged.

All work must be performed in accordance with the engineering plans and specifications for each site and shall comply with **FEMA rules and regulations** per 44CFR Chapter 1, Part 79, and the Hazard Mitigation Unified Guidance, February 2015 edition or most current release, and FEMA Region 3 Construction Guide, November 2009 edition or most current release, as it relates to the hazard mitigation grant programs. It is the Contractor's sole responsibility to be knowledgeable of these rules and regulations. No exceptions, variations, or failure to adhere to the regulations will be permitted.

Be advised that the resulting contract for any of the homes do not include provisions for the construction of break-away walls, brick steps or block steps. The Contractor is expressly prohibited from providing such structures under the County's contract because they are outside of the scope of the grant. The homeowner may elect to add these or other improvements at their own expense at a later date. This work may only be prosecuted with the homeowner after the County's contract is completed and all items on the check list are fully satisfied.

XV. GENERAL TERMS AND CONDITIONS

1. PRE-BID AND BID SUBMISSION REQUIREMENTS:

- a. **Direct contact with anyone other than the Gloucester County Central Purchasing, including other County departments or the County consultants, regarding this Invitation for Bid (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Bidder is ineligible for award.**
- b. All bids shall be submitted sealed with the bid number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Bids received in Central Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the bid is non-responsive.
- c. Bids will be publicly opened on the due date and time specified in the Central Purchasing Department. A bid tabulation will be posted as soon as practical.
- d. All costs associated with preparing a bid, including any mailing costs, are the Bidder's responsibility.
- e. All bids must be signed by an officer or employee having the authority to sign on behalf of the firm.
- f. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink. Any corrections must be initialed and dated in ink by the person signing the bid. Illegible notations may result in a determination that the bid is non-responsive.
- g. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the County. All deliveries shall be F.O.B. Destination.
- h. If the County is closed for business on the due date and time for bids, regardless of reason, bids will be accepted on the next business day of the County, at the originally scheduled time.

- i. The Terms, Conditions and Specifications in this Invitation for Bids will be incorporated by reference and be part of the contract following award.
 - j. Failure to submit a bid on the official County form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.
 - k. Submission of a bid is not to be construed as an award or an order to ship.
 - l. A bid by the Bidder certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with the County. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Bidder from award of a contract.
2. **CLARIFICATION OF TERMS/ADDENDA:** If any Bidder has questions about the specifications or other solicitation documents, the Bidder shall contact the buyer whose name appears on the face of the solicitation no later than the due date and time posted on the cover page. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addenda shall also be posted on the Central Purchasing website at <http://gloucesterva.info/CentralPurchasing>. It is the Bidder's sole responsibility to ensure they have obtained any and all addenda prior to submittal of their bid.
3. **AWARD:**
- a. Award will be made to the lowest responsive and responsible Bidder. The ability, capacity, skill, character, integrity, reputation, judgement, experience, efficiency, ability to perform within the time specified, quality of performance of previous contracts, financial resources, suitability of goods or services to particular purpose and future maintenance and service and any exceptions noted will be taken into consideration in making an award.
 - b. The County may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall provide the County information and data for this purpose. The County may inspect physical facilities if deemed necessary. The results of investigations and inspections may result in rejection of the bid. In addition, the County reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications.
 - c. The County reserves the right to reject any and all bids in whole or in part, to waive any informality and to delete items before making an award. Bidders agree that decisions of the Purchasing Agent are final, and shall hold harmless the County, its departments, directors, employees, and consultants and others involved in solicitation and selection. The submission of a bid indicates acceptance of this condition.
 - d. In the event of an error or inconsistency between the unit price(s) and the extension of prices, the unit price(s) shall govern.
 - e. If the bid from the lowest responsive and responsible Bidder exceeds available funds, the Purchasing Agent or designee may negotiate with the apparent low Bidder to obtain a contract price within available funds.
 - f. Award will be based on net prices. Unit prices, extension and grand totals must be shown. However, the Purchasing Agent reserves the right on multiple item procurements to make an award either in whole or in part, whichever is deemed in the best interest of Gloucester County.
 - g. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards.
4. **GOVERNING LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).

5. **ANTI-DISCRIMINATION:** By submitting their proposals, Bidders certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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 (§ 2.2-4343.1E, *Code of Virginia*).

In every contract over \$10,000 the provisions in “a” and “b” below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- b. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
6. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Bidders certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or sub-contractor in connection with their 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.
7. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid, Bidders certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986*, as amended (§ 2.2-4311.1 *Code of Virginia*).
8. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Bidder is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. (§ 2.2-4311.2 *Code of Virginia*). Visit <https://www.scc.virginia.gov/> for more information.

9. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN OWNED BUSINESS REQUIREMENTS:** The County of Gloucester desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans, and employment services

organizations, and to encourage their participation in the County's procurement activities. The County of Gloucester encourages these persons, entities and firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service-disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities.

10. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
11. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.
12. **MANDATORY USE OF COUNTY FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid on the County document may be a cause for rejection. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the Purchasing Agent reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject the submittal or find it as nonresponsive. As a precondition of acceptance, the Purchasing Agent may, in his/her sole discretion, request the Bidder withdraw or modify nonresponsive portions of their submittal that do not affect quality, quantity, price, or delivery.
13. **PAYMENT:** A. Payment terms shall be Net 45 days unless otherwise stated by the bidder on this solicitation. Alternative terms may be offered by the bidder for prompt payment of bills. B. Payment terms may be considered in determining the low bid. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act, (1% per month) (§ 2.2-4352, *Code of Virginia*).
14. **METHOD OF PAYMENT:** The Contractor will be paid on the basis of the invoice submitted to the Gloucester County Finance Department after delivery and acceptance by the designated School and/or County representative. To expedite disbursements to the Contractor, **all payments will be made through a purchase charge card, with no additional fees applied,** established by the County unless the County elects to pay the Contractor in a different manner. The submission of a proposal indicates the Contractor's acceptance of this payment method. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia* §2.2-4347 & 2.2-4352.
15. **DRUG FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor 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 Contractor, 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.
16. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement.

17. **PRECEDENCE OF TERMS:** The General Terms and Conditions shall apply in all instances. In the event of conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply. In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by Central Purchasing, the contract documents shall control.
18. **USE OF BRAND NAMES:** Unless qualified by the provision “NO SUBSTITUTE”, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is required to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates that the item offered is an equal item, such bid will be considered to offer the desired brand name product.
19. **LATE BIDS:** To be considered for selection, bids must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used for the receipt of bids is that time on the automated stamp machine in the Central Purchasing Office. Bids received in Central Purchasing after the date and hour designated are non-responsive and will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or any inter-departmental mail distribution. It is the sole responsibility of the bidder to ensure that its bid reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
20. **QUALIFICATION OF BIDDERS:** The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect bidder’s physical facilities prior to award to satisfy questions regarding the bidder’s capabilities. The Purchasing Agent further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Purchasing Agent that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
21. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the County reserves the right granted by § 22-32, *Code of the County of Gloucester, Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the department whenever such low bid exceeds the using department'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 Board 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 Purchasing Agent shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that negotiations are desired for a lower contract price.
22. **WITHDRAWAL OF BID DUE TO ERROR:** Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) are requested. Withdrawal may be approved by the Purchasing Agent if withdrawal meets all bid and code requirements. (§ 22-27, *Code of the County of Gloucester, Virginia*)
23. **DELIVERY, TRANSPORTATION AND PACKAGING:** Except when otherwise specified herein, all items shall be **F.O.B. Destination** to any point within the County of Gloucester, Virginia as directed by the ordering department. By submitting their bids, all bidders certify and warrant that the price offered for F.O.B. Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers should be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

24. **ADDITIONAL INFORMATION:** The County reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Purchasing Agent deems desirable. By submitting their offers, Bidders certify they understand these terms, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these terms constitutes a breach of contract.
25. **SAMPLES OF ITEMS:** If requested, samples of items shall be furnished by the Bidder without charge. Upon request, within sixty (60) days after the receipt of offers, the samples may be returned at the Bidder's expense; otherwise the samples may be destroyed or consumed.
26. **AWARD NOTICES:** Awards or Decisions to Award shall be posted on the public posting board in Central Purchasing, on the County website at <http://gloucesterva.info/CentralPurchasing>.
27. **PROTEST OF AWARD OR DECISION TO AWARD:** Any bidder who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days by instituting legal action as provided in § 22-60 and § 22-64, *Code of the County of Gloucester, Virginia*.
28. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
29. **MODIFICATION OF CONTRACT:** Per § 22-14, *Code of the County of Gloucester, Virginia*, no contract or purchase order may be modified or changed by amendment, change order, or any other agreement without the prior approval of the Purchasing Agent or designee unless (i) such modifications, in the aggregate, do not increase the amount of the contract by more than twenty-five (25) percent of the original amount of the contract or fifty thousand dollars (\$50,000), whichever is greater, (ii) such changes are the result of unforeseen circumstances or changed conditions encountered during the progress of the performance of the contract, and (iii) such changes are directly related to the performance of the contract. Extensions of time to perform a contract may be granted without prior approval of the Purchasing Agent or designee provided such extensions involve no increase in cost to the County. In no event shall the aggregate of all modifications increase the cost of the Contract beyond the appropriated project amount.
30. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
31. **TAXES, FEES AND SURCHARGES:** Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes but is not limited to any type of fuel surcharge.
32. **CANCELLATION OF CONTRACT:** The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty and without liability for goods or services which have not been delivered, provided, or ordered as of the date of notice of termination/cancellation, upon 30 days written notice to the Contractor. 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. Contractors may request cancellation of their contract, upon 60 days written notice to the County. The Contractor shall be responsible for delivering their goods or services during this period at the contracted price.
33. **CONTRACTUAL DISPUTES:** In accordance with § 22-63, *Code of the County of Gloucester, Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, who shall render a final decision within forty-five (45) days.

34. **COUNTY BUSINESS LICENSE:** If applicable, the Contractor shall pay for and obtain a County Business License before commencing work. All sub-contractors doing over \$25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to do business within the Commonwealth of Virginia, as required by the *Code of Virginia* §§ 54.1-1117, 58.1-3714 thru 3715, 58.1-3703.1 and *Code of the County of Gloucester, Virginia*, Chapter 5, Article V §§ 5.61-5.63 and Chapter 10, Article I §10-8.
35. **ORDERING OPTION:** The County of Gloucester may, during the first 180 days after this contract is awarded, with the concurrence of the Contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract, unless approved by the Purchasing Agent.
36. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
37. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.
38. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.
39. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Contractor pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate workspace in order to conduct audits.
40. **ENTIRE AGREEMENT:** The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
41. **COOPERATIVE AGREEMENT:** This solicitation is being conducted under the provisions of § 2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the solicitation, if solicitation specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). The Central Purchasing Department of Gloucester County, Virginia, acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidders desiring to offer to other jurisdictions under this clause should so indicate in their response.
42. **DEBRIEFING:** All information regarding Bidders and bids shall remain confidential during the review process. This information will only be available after an award or decision to award has been made. After an award is made, or the decision to make an award is made, the file, with documents and information required or allowed to be omitted by law removed therefrom, is available for

review in the Central Purchasing Department which will constitute the debriefing. Bidders should make an appointment to review the file during normal business hours, 9:00 AM–4:00 PM Monday – Friday.

XVI. SPECIAL TERMS AND CONDITIONS

1. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subContractors are used, the prime Contractor agrees to record the use of small business Contractors by maintaining a file record of the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.
3. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
4. **SAMPLES OF ITEMS:** If requested, samples of items shall be furnished by the bidder without charge. Upon request, within sixty (60) days after the bid opening, the samples will be returned at the bidder’s expense; otherwise the samples may be destroyed or consumed.
5. **PRODUCT ASSEMBLY:** All items must be assembled and set in place, ready for use; all crating and other debris must be removed from the premises.
6. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia (1950)*, as amended, to be licensed by the State Board of Contracts a “CLASS A CONTRACTOR.” If such contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the Contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesman licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. Licensure for commercial improvement is not acceptable for the work identified in this solicitation because these are residential structures. The bidder shall place on the outside of the envelope containing the bid or shall place in the bid whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder fails to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the County in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia (1950)*, as amended, and his bid will not be considered. In addition, the bidder shall provide the Purchasing Agent copies of required licensing or certificates to include the appropriate Business License with his/her bid.

If a bidder shall fail to obtain the required license(s) prior to submission of his bid, the bid shall not be considered.

7. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County’s satisfaction at the Contractor’s expense. The Contractor shall be solely responsible for the security of the worksite and shall replace and/or provide any item that is determined to be removed and/or stolen at the Contractor’s sole expense.
8. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall provide the County with an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the County of Gloucester as obligee. The surety shall be a company or companies approved by the State Corporation Commission to transact

business in the Commonwealth of Virginia. No payment shall be due, and payments to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by Central Purchasing. Performance bonds shall remain in place for the one-year warranty period after the final payment is made to the Contractor. Standard bond forms are provided by the County in the solicitation document or at the time of award.

9. **BID BOND OR GUARANTEE**: Bids in excess of \$100,000 shall be accompanied by a bid bond or guaranty of five percent (5%) of the amount of the bid, which shall be a certified check, cashier's check, or a bid bond payable to the Treasurer of the County of Gloucester, Virginia. The sureties of all bonds shall be a surety company or companies as are approved by the State and are authorized to transact business in the County. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of sixty (60) days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid and Purchase Order or Contract. The bid guarantee will be returned upon award of contract.
10. **ALTERNATE FORMS OF SECURITY**: If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.
11. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the *United States Code* (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the *United States Code*, then the bidder by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
12. **INDEPENDENT CONTRACTOR**: The Contractor shall not be an employee of Gloucester County, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind Gloucester County or to otherwise act on behalf of Gloucester County, except as Gloucester County may expressly authorize in writing.
13. **INSURANCE**: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. For construction contracts, if any subContractors are involved, the subContractor will have workers' compensation insurance in accordance with § 2.2-4332 and § 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subContractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Agent assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits Required for most Contracts:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 – per occurrence. (If motor vehicle is to be used in the contract.)
 - e. Construction – All Risk Builders Risk Property insurance on the completed value of all such work, with exclusions for design or defects removed by policy endorsement, is required.
14. **GRANTS**: If any resulting contract is issued under a State/Federal Government Grant or contract/subcontract, it shall be subject to the clauses and conditions of that grant or contract/subcontract and all applicable federal regulations.
15. **OWNERSHIP OF MATERIALS**: Ownership of all data, material and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the bidder shall not be subject to public disclosure

under the *Virginia Freedom of Information Act*; however, the bidder must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).

16. **SUPREMACY CLAUSE**: Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in the County's Bid shall prevail over contrary terms and/or conditions contained in the bidder's response.
17. **FINAL DECISION**: Bidder's agree that the decisions of the Gloucester Board of Supervisors and/or its designee (the Purchasing Agent) is final and shall hold the County, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a bid indicates agreement to these conditions.
18. **QUESTIONS**: Questions about the bid are to be submitted in writing, referencing the bid number, to the Buyer listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than seven (7) business days prior to the bid due date may not be answered. Questions may be answered by written addenda. All addenda issued by Central Purchasing shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to Central Purchasing to have received a complete set of solicitation documents. Addenda shall also be posted on the Central Purchasing public bulletin board, on eVA, Virginia's eProcurement Portal and on the Central Purchasing website at www.gloucesterva.info/purch. No addenda will be issued later than five (5) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of bids. It is the bidders sole responsibility to ensure they have obtained any and all addenda prior to the bid due date and acknowledged in their bid response.
19. **STARTING AND PLACING EQUIPMENT IN OPERATION**: Successful Contractor shall install, reconnect and start up and place all equipment into successful operation according to manufactures written instruction and possibly as instructed by manufacturer's field representative. Provide all material, labor tools, equipment and expendables as required. General Activities may also include:
 1. Cleaning,
 2. Removing temporary protective coatings,
 3. Flushing and replacing grease and lubricants, gasses, or equipment where required by manufacturer.If requested, the County may provide personnel to observe the Contractor in the start-up process, but the prime responsibility for proper mechanical operation will belong to the successful Contractor. Upon completion of successful start-up and placing of equipment into operation, the homeowner will assume responsibility for operation of equipment. This does not relieve the Contractor of any issues related to workmanship or equipment performance during the applicable warranty period.
20. **OPERATION AND MAINTENANCE DATA**: If applicable, the successful Contractor shall provide original manufacturer printed instructional manual for use by the owner. Each manual should be prepared specially for the price of equipment/project and may include all pertinent instructions, as-built drawings, bills of materials, listing, technical bulletin and other printed materials required to provide fully accurate and comprehensive information for safe and proper operation, maintenance and repair of the equipment or system supplied for the project. Each operation and maintenance manual shall be bound in a durable, permanent, stiff cover binder of one or more volumes. Binders should be of the three-ring type or three-post type and shall not be overfilled. Covers should be oil, moisture and wear resistant. Manuals should be organized into sections or categories of information. Provide a table of contents indicating the title of each section. Contents of manuals should include, complete detailed written operating instructions for each product including: function; operating characteristics; limiting conditions; operating instructions for start up, normal and emergency conditions; regulations and control; operational troubleshooting; and shut down. Also include, as applicable, written descriptions of any alarms generated by the product and the proper response to such alarms. Provide complete detailed written preventive maintenance instructions including all information and instructions to keep the product properly lubricated, adjusted and maintained so that the item functions economically throughout its design life. Complete instructions for ordering of all replaceable parts including any reference numbers. Complete electrical schematic and wiring diagrams. Submit said operational and maintenance manuals to the owner within ninety (90) days and approved Shop Drawings for the product, if applicable.
21. **LIQUIDATED DAMAGES**: The County and the Contractor recognize that time is of the essence in the timely completion of the work promulgated in this solicitation in order to return the homeowner to their homes in the least amount of time, thereby reducing their financial loss in occupying alternative housing. If the work is not substantially completed within the time specified in this solicitation, plus any extensions allowed by the County, the County and Contractor recognize that such delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the County would be extremely laborious and time intensive. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay the County Three Hundred (\$300) U. S. dollars for each day that expires after the time specified for reaching substantial completion. An additional Three Hundred (\$300) U. S. dollars will be charged the Contractor for each day that expires after the time exceeds the period between substantial completion and final completion, adjusted for any changes made by the County during the period. The County may assess these fees against any unpaid amount of the contract,

its retainage, or elect to take additional actions to secure the charges. Until any and all outstanding fees or charges are submitted to the County, the Contractor acknowledges that they will be considered as non-responsible for any future work with the County.

BIDDER QUESTIONNAIRE

To Be Completed by the Bidder – Form is to be Submitted with Bid

Submitted by: _____

(Name of Bidder)

- An Individual
- A Partnership
- A Corporation

Principal Office Address: _____

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Years in Business: Indicate the length of time you have been in business providing this type of service:

_____ Years _____ Months

2. Location of Business: Give complete addresses, description of property, and special features:

3. Give information which will indicate the size and capacity of your organization, including number of employees, etc., which are available for utilization on this contract:

4. List below the number of current governmental/public school contracts your firm has for similar construction services.

a. Number of Contracts _____

b. List name, address, telephone number and contact person for four (4) contracts successfully completed that are of a **similar scope to the work identified in this solicitation:**

1) _____	2) _____
_____	_____
_____	_____
_____	_____

3) _____	4) _____
_____	_____
_____	_____

BID BOND

KNOW ALL MEN BY THESE PRESENT: That we, the undersigned

_____ as Principal, and _____
as Surety, acknowledge ourselves held and firmly bound unto the County of Gloucester, Virginia,
in the just and full sum of (5%) percent of the maximum amount of accompanying bid for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

WHEREAS, the Principal has submitted a bid, dated _____, 20__ ,
for _____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the
faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and
give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between
the amount specified in said bid and the amount for which the Obligee may legally contract with another party to
perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be
null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals,
respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized
this _____ day of _____.

CONTRACTOR

BY _____
Signature of Authorized Owner, Partner or Officer

SURETY

BY _____
Attorney In Fact

Attach Original Power of Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____, as Principal, and _____, as Surety, acknowledge ourselves held and firmly bound unto the County of Gloucester, Virginia as Obligee, in the amount of _____ dollars, (_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said _____ did, on the _____ day of _____, 20____, enter into a contract with the County of Gloucester, Virginia for the _____, which said contract is by reference made a part hereof, is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects promptly and faithfully comply with and fulfill all the terms and conditions of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any change, alteration or addition to the terms of the Contractor extension of time made by the Owner. Whenever principal shall be, and declared by Obligee to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly: 1. Complete the Contract in accordance with its terms and conditions, or 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, of the Obligee elects, upon determination by the Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price”, as used in this

paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal. It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following the date of final acceptance of the completed project by the Owner. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this ____ day of _____, 20____.

CONTRACTOR

SURETY

BY _____
Signature of Authorized Owner, Partner or Officer

BY _____
Attorney In Fact

Attach Original Power of Attorney

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,
_____, as _____ Principal, and
_____, as Surety, acknowledge ourselves held and firmly
bound unto the County of Gloucester, Virginia as Obligee in the amount of
_____ Dollars (_____) for the payment of which, well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

WHEREAS, the said _____ did, on the ____ day of
_____, 20____, enter into a contract with the County of Gloucester, Virginia, for the
_____, which said contract is by reference made a part hereof, as fully and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably
required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain
in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of
the Principal for labor, material, or both, used or reasonably required for use in the performance
of the Contract, labor and material being construed to also include that part of water, gas, power,
light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the
Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that
every claimant as herein defined, who has not been paid in full before the expiration of a period
ninety (90) days after the date on which the last of such claimant's work or labor was done or
performed, or materials were furnished by such claimant, may sue on this bond for such sum or

sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

A. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the following: The Principal, the County, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal, County and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this _____ day of _____, 20_____.

CONTRACTOR

SURETY

BY _____
Signature of Authorized Owner, Partner or Officer

BY _____
Attorney in Fact

Attach Original Power of Attorney

SAMPLE CONTRACT

**COUNTY OF GLOUCESTER
STANDARD CONTRACT**

IFB No. _____

This Contract entered into this ____ day of _____ 20____, by _____, hereinafter called the "Contractor" and the County of Gloucester, hereinafter called the "County".

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

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: The Contractor shall immediately begin work after notification from the County that work is ready to begin. All work shall reach final completion by _____, or earlier, after all punch list items are successfully completed. **THIS IS A FIRM CONSTRUCTION SCHEDULE TO ENSURE GRANT FUNDING.**

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by the County as follows: Upon satisfactory completion of 75% or more of the contract, Contractor(s) may request payment for 50% of the contract amount. Final payment will be made when all work, under the Terms and Conditions of the contract, has been accepted by the County Construction Manager and the homeowner has signed an Owner's Certificate of Satisfaction (Attached). (See Final Completion, Paragraph III (G) of IFB.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, Addendums, the description or Scope of Work, general conditions, special conditions, plans, specifications, and other data contained in the Invitation for Bids No. ____ dated _____, together with all written modifications thereof and the bid submitted by the Contractor dated _____, all of which are incorporated herein by reference.

COMPLIANCE WITH STATE LAW REGARDING EMPLOYMENT OF ALIENS: The Contractor agrees that it does not and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

CONTRACTOR:

COUNTY OF GLOUCESTER:

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Approved as to form _____
County Attorney Date

SAMPLE

_____Program

OWNER'S CERTIFICATE OF SATISFACTION – HOME FOUNDATION WORK

PROPERTY ADDRESS: _____

OWNER'S NAME: _____ CASE #: _____

CONTRACTOR: _____ CONTRACT DATE: _____

This ____ day of _____, 20 ____, I (we) the undersigned property owner(s), do hereby certify that all work proposed to be done under the subject contract, and per the terms of the Hazard Mitigation Grant Program for Gloucester County, has been satisfactorily completed by the contractor(s), I (we) have received copies of all warranties and instructions, I (we) have been counseled on any necessary operation or maintenance procedures related to the work, and I (we) agree to maintain flood insurance on the property as required by the Hazard Mitigation Grant Program.

By signing below as witnessed, I (we) indicate agreement with the above statement.

Owner(s) Name

Owner(s) name

Signature (SEAL)

Signature (SEAL)

COUNTY/CITY OF _____

On _____ before me, _____, personally appeared or is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within document.

WITNESS my hand and official seal,

Signature _____

My commission expires: _____

(SEAL)

Witness Name

Witness Name

Signature (SEAL)

Signature (SEAL)

CONTRACTORS CERTIFICATION OF COMPLETION & RELEASE OF LIENS

CONTRACT _____

PROPERTY ADDRESS _____

OWNER'S NAME _____

CONTRACT DATE _____

This _____ day of _____, 20____

1. The contractor hereby certifies that all work under this Contract has been completed in a professional manner in accordance with the Contract Terms. All persons, firms or corporations employed by the Contractor in the performance of this Contract have been paid in full.
2. The Contractor further certifies that all suppliers of materials or equipment used in the performance of this Contract have been or will be paid in full.
3. Should any sub-contractors, laborers or suppliers file liens or suits the Contractor specifically agrees to indemnify Owner, Agent or Locality against any loss including attorney's fees to defend the action.
4. The Contractor hereby guarantees the work performed under the subject contract to be free from defects in workmanship and material for a period of one (1) year from date of final inspection and approval by the Locality as reflected on the "Locality's Final Inspection".

Contractor

Signature (SEAL)

Date

SAMPLE

**VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM**

CONTRACTOR REPORT FORM

Report Date: _____

Project Number: _____ Project Location: Gloucester County

Property Address: _____

Start Date of Contract: _____ Completion Date: _____

Point of Contact: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Total Number of Homes Assigned to Contractor: _____

ELEVATIONS

Number of Foundations Started	Number of Foundations Built	Number of Elevations Completed/Final Connections	Number of Certificate of Occupancy's	Percentage of Project Complete
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PROJECT STATUS

On-Schedule Suspended Delayed Cancelled Completed Anticipated Completion Date
____ ____ ____ ____ ____ _____

Please Summarize the Project Status:

SAMPLE

Monthly Register of Contractors, Subcontractors and Suppliers

Register Each Procurement Over \$10,000 (or over \$1,000 if a housing rehab project) one time only, in month of occurrence

Month Covered: _____, 20__

SECTION I: Identification of Level of Submittal, see instructions on back of form
 (1) Grantee _____ Grant Contract # _____ Project Location _____
 (2) Prime Contractor _____
 (3) Subcontractor _____
 SECTION II: Details of Procurements
 IRS# (or owner's SSN) _____
 IRS# (or owner's SSN) _____

(see Instructions) choose one:	Name and Address of Business, and IRS# (or owners' SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check All that apply)
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> Local Business** <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> Black American <input type="checkbox"/> Native* American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> Local Business** <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> Black American <input type="checkbox"/> Native* American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> Local Business** <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> Black American <input type="checkbox"/> Native* American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned

*NATIVE AMERICAN - American Indian/Alaskan Natives **LOCAL BUSINESS - Business located in immediate county(s) surrounding project area

18324 EW Gloucester - 9956 Line Fence Road
 (attached)