SHENANDOAH COUNTY, VIRGINIA

BID INFORMATION AND REQUIREMENTS

1. **General:**

   a. This document will form part of the contract between the successful bidder and the County.

   b. Unless the Invitation to Bid provides otherwise, sealed bids subject to the conditions, specifications, and instructions below and on the attached sheets hereto, will be received at the County's Administration Office, 600 North Main Street, Suite 102, Woodstock, Virginia 22664, until, but not later than the time and date specified in the Invitation to Bid.

   c. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered.

2. **Contents of Bids:**

   a. Unless lump sum price is specifically requested, unit and extended prices should also be given. Failure to do so may cause a bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

   b. Bids based on a firm price or those including a "downward escalator" clause may be given preference over lower ones bearing an "escalator" clause.

   c. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder should show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder should submit proof that the individual has the authority to bind the firm or corporation.

   d. Unless the specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, he must furnish full particulars to the County for review and to assure equality of items. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equal, and he will be required to

deliver the exact article specified.

e. Bidder shall submit with the bid descriptive literature of the commodities, equipment, materials, supplies or services which he proposes to furnish, if such articles are produced by a different manufacturer than those specified.

f. Samples of items, if requested, shall be furnished by the bidder without charge. Upon request, within sixty days after the date set for opening the bids, the samples will be returned at the bidder's expense, otherwise samples may be destroyed or consumed.

g. Time of proposed delivery shall be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote the earliest delivery date as it may be considered a factor in making award.

h. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the proposal, may be rejected by the County as being incomplete.

i. The bid, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope.

3. **Bidder's Representations:**

a. Each bidder, by submitting a bid in response to this invitation to bid, represents that the bidder has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.

b. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any bidder from any obligations with respect to his bid or to the contract.

4. **Contractor's Registration:**

Contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. Contractors should submit proper evidence of their registration prior to the consideration of bids.

5. **Addenda:**

a. If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the County. An interpretation of the contract specifications will be made only by addendum duly issued to each party receiving invitation to bid. Addenda will be available at the County offices for review by any interested party. **THE COUNTY SHALL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF CONTRACT SPECIFICATIONS, EXCEPT AS ISSUED BY ADDENDUM.**

b. Any changes to the invitation to bid and contract specifications shall be in the form of a written addendum from the County which shall be signed by the County Administrator or any duly authorized representative.

c. To the extent practicable, all addenda will be issued no later than four (4) calendar days prior to the date set for the receipt of bids except an addendum extending the date for the receipt of bids or an addendum withdrawing the invitation to bid.

d. Each bidder shall be responsible for determining that all addenda issued by the County for the invitation to bid have been received before submitting a bid proposal for the work.

e. Each bidder shall acknowledge the receipt of each addendum in his bid.

f. The County may issue addenda by facsimile transmission, email, or any other method reasonably calculated to result in timely delivery to the potential bidders.

6. **Taxes:**

a. The successful bidder shall pay all County, Town, State and Federal taxes. Said taxes shall not be in addition to the contract price between the County and the successful bidder, as the taxes shall be an obligation of the successful bidder and not of the County, and the County shall be held harmless for same by the successful bidder.

7. **Building Inspection Fees**

It is the responsibility of the successful bidder to secure all required permits to perform work in Shenandoah County. If a permit is required from the Shenandoah County Building Inspection Department as required by code, no fee will be assessed and should not be included as an additional cost to this proposal.

7. **Submission of Bids:**

a. All bidders shall use the attached bid form, if any, in submitting their bids. The County shall not accept oral bids nor bids received by telephone, fax machine or telegraph for this project.

b. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the invitation to bid number, commodity, and hour and due date of the bid. Additional copies of bids should be enclosed in the same envelope as the original bid.

c. If a bid contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

8. **Bid Security:**

a. If the bidder is required to furnish a bid bond by the invitation to bid, or if the bid is for a construction contract in excess of $100,000, bidder shall obtain a bid bond from a surety company authorized to do business in Virginia as a guarantee that if the contract is awarded to the bidder, the bidder will enter into the contract for the work described in the bid at the bid price.

9. **Modification of Bid:**

a. A bid may be modified or withdrawn by the bidder anytime prior to the time and date set for the receipt of bids. The bidder shall notify the County, in writing of any such withdrawal in order for the withdrawal to be effective.

b. Modified and withdrawn bids may be resubmitted to the County up to the time and date set for the receipt of bids.

c. No bid can be withdrawn after the time set for the receipt of bids and for sixty (60) days thereafter.

d. Bidders whose bids contain a numeric or clerical error (as opposed to a mistake in judgment) may withdraw such bids within two business days of the date and time set for opening the bids by notifying the County's Purchasing Agent of the decision to withdraw in writing. The bidder's original work papers shall be included with such notice.

10. **Qualifications of Bidders**

Each bidder may be required, before the award of any contract, to show that it has

the necessary facilities, ability, and financial resources, to furnish the service specified herein in a satisfactory manner. The bidder may also be required to show past history and reference which will enable Shenandoah County to be satisfied as to the bidder's qualification. Failure to qualify according to the foregoing requirements will justify bid rejection.

11. **Expenses Incurred in Preparing Bid**

Shenandoah County accepts no responsibility for any expense incurred in the bid preparation and presentation, such expenses to be borne exclusively by the bidder.

12. **Bidder Responsibility**

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by Shenandoah County that the bidder will rely on. No plea of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents; nor will it be accepted as a basis for any claim whatsoever for any monetary considerations on the part of the successful bidder.

13. **Opening of Bids:**

a. All bids received on time shall be opened and publicly read aloud.

b. Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids. Bid results indicating the bidder, project and bid amount will be open to public inspection.

14. **Insurance:**

a. Unless expressly waived by the County, the successful bidder shall maintain insurance to protect himself and the County from claims under the Workmen's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

The successful bidder shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers

acceptable to the owner specifying such limits, with the County named as an additional insured. In addition the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

- Worker's Compensation and Employer's Liability
  Standard Virginia Workers Compensation

- Automobile Liability, including Owned, Non-Owned and Hired Car Coverage
  Bodily Injury - $2,000,000 each person, $2,000,000 each occurrence
  Property Damage - $250,000 each occurrence

- Comprehensive General Liability
  Bodily Injury - $2,000,000 per occurrence, $2,000,000 annual aggregate
  Property Damage - $250,000 per occurrence, $250,000 annual aggregate

  Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Damage

15. **Award of Contract:**

a. The County reserves the right to waive any informality in bids and to reject any or all bids.

Where doing so would not undermine the purposes of the County's procurement ordinance (in the sole judgment of the County) the County can, in its discretion, accept a bid which is non-conforming in one or more respects.

b. The County shall have the right, before awarding the contract, to require a bidder to submit such evidence of his qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder.

c. If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds. The Purchasing Agent or his designee shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds. He shall further suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope. Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within available funds shall be permissible. The lowest responsible bidder shall submit an addendum to its bid, which addendum

shall include: the change in scope for the proposed purchase, the reduction in price, and the new contract value. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal. If the County and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

d. The bidder to whom the contract is awarded shall, within twenty days after prescribed documents are presented for signature, execute and deliver to the County the contract forms and any other forms or bonds required by the bid.

e. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia and the County of Shenandoah. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the state courts serving Shenandoah County, Virginia.

f. The County reserves the right to bid individual jobs as it deems necessary.

g. Price is not the sole consideration in awarding a contract. Superior qualifications, life-cycle costing, value analysis, quality of workmanship, delivery cost and timing, and suitability for the County's particular purpose will all be taken into effect.

16. **Bonds:**

If the successful bidder is required to furnish a Performance Bond and a Labor and Material Payment Bond by the invitation to bid, or if the bid is for a construction contract in excess of $100,000, the successful bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia.

17. **Contractor's Performance:**

a. The successful bidder shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the general terms, conditions, specifications and drawings of his bid and the contract documents.

b. The successful bidder agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under this contract.

c. The successful bidder shall secure all necessary permits for the proper execution and completion of the work. All bids submitted shall include in price the cost of any business or professional licenses, permits or fees

required by the County, the Commonwealth of Virginia, or any other governmental entity. Do not include the cost of permits issued by the County in your bid price.

d. The successful bidder shall ensure that his employees exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

e. The successful bidder shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.

f. The successful bidder agrees and covenants that he shall indemnify and hold the County and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not caused in part by a person or entity indemnified by this agreement.

g. In case of any contractual default by the successful bidder, the County, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful bidder responsible for all damages including, without limitation, attorneys fees and any other excess cost occasioned thereby.

18. **Employment Discrimination by Contractor Prohibited:**

a. During the performance of this contract, the successful bidder agrees as follows:

(1) The successful bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, 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 the requirements of this section.

b. The successful bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. **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 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 contractor 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.

20. **Compensation:**

a. The successful bidder shall be required to submit a complete itemized invoice on each delivery or service which he may perform under the contract.

b. Payment shall be rendered to the successful bidder for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

21. **Successful Bidder's Obligation to Pay Subcontractors:**

a. The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:

(1) Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

(2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph (a)(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

c. The successful bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).

d. The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

e. The contractor agrees not to assign or sub-contract any of the work or obligations required of him under this contract unless (i) the identities of all subcontractors are disclosed in the contractor's bid, along with the scope of work to be performed by such subcontractors or (ii) the County approves the use of the subcontractor in writing.

22. **Cancellation:**

a. The County reserves the right to terminate the contract immediately (*i*) in the event that the successful bidder discontinues or abandons operations; (*ii*) if adjudged bankrupt, or reorganized under any bankruptcy law; or (*iii*) fails to keep in force any required insurance policies or bonds.

b. Failure of the successful bidder to comply with any section or part of this contract may be considered grounds for immediate cancellation of the contract by the County.

c. If the cancellation clause is used by the County, the successful bidder will

be paid by the County for all scheduled work completed satisfactorily by the successful bidder up to the termination date set in the written cancellation notice.

23. **Exceptions and Specifications**

Bidders taking exception to any part or section of these specifications shall indicate such exceptions on their bid or proposal. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified bids are subject to rejection in whole or part.

24. **Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code and the Shenandoah County Purchasing Procedures Manual. Copies of these documents are available upon request.

25. The County does not discriminate against faith-based organizations.