

THE COUNTY OF ACCOMACK VIRGINIA



# IFB #718

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## Whispering Pines Demolition at Tasley, VA

**Lucy E. Huffman, VCA**

**2/22/2019**

Contained herein are Bid Forms, General Terms & Conditions, and Instructions to Bidders.



County of Accomack, Virginia  
Finance Department  
Post Office Box 620, Accomack, Virginia 23301  
Telephone: (757) 787-5709 fax: (757) 787-2468  
*IFB # 718 – Whispering Pines Demolition*

Company name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

Attn: \_\_\_\_\_ Email: \_\_\_\_\_

***Bid opening date & time: Thursday, March 7, 2019, 3:00 pm at the Office of the County Administrator.***

The County of Accomack is seeking sealed bids from qualified Virginia licensed contractors for demolition work to be performed at the property known as “Whispering Pines” in Tasley, Virginia.

The complete IFB may be viewed on the Accomack County website at [www.co.accomack.va.us](http://www.co.accomack.va.us) by clicking on the “IFBs and RFPs” tab. Contract documents may also be examined at the County Building, Planning & Economic Development Office.

Sealed bids may be delivered to the Accomack County Administrator’s Office, 23296 Courthouse Ave., Suite 203, Accomack, VA 23301 or may be mailed to the Accomack County Finance Office, c/o Lucy Huffman, P.O. Box 620 Accomack, VA 23301 until Thursday, March 7, 2019 at 3:00pm at which time all bids received by the due date and time will be publicly opened and read aloud in the County Administrator’s Office Suite (203) Conference Room.

Withdrawal of Bids shall be according to procedure § 2.2-4330 of the Code of Virginia, as amended. Bidders must be licensed as a Contractor in the Commonwealth of Virginia, as required, and the Bidder’s attention is directed to the requirements of Title 54.1, Chapter 11, of the Code of Virginia.

The OWNER reserves the right to reject any and all bids, or to contact any Bidder prior to award for explanations or clarifications. The OWNER does not discriminate against any Bidder on any basis.

***All Bidders will be sent a Bid Tabulation via email. The successful Bidder will be contacted by the Finance Department and acknowledged on the Accomack County website pending approval/ award of contract by the Accomack County Board of Supervisors at its next regular meeting scheduled for Wednesday, March 20, 2019.***

## **Objective and General Information:**

Whispering Pines Motel and cottages is located at 23388 Tasley Rd., Tasley, VA 23441. The buildings were constructed in 1955. The buildings were essentially abandoned and have remained unoccupied for nearly 20 years. A fire occurred in March of 2013, causing additional damage to the deteriorating structures.

Over time, these structures have become derelict posing a threat to public safety. This property is not owned by the County, but is privately owned. The objective is to render the property safe by County and State standards. "Scope of Work" will be done pursuant to **Accomack County Ordinance § 18-4. - Dangerous structures** (Code 2018) and **Dangerous Structures, Code of Virginia § 15.2-906.**

There are two types of structures located on this property: Two-story structures, which were motel rooms and one-story cottages. The structures were made of concrete block (walls) and wood (floors and roofs) and are severely damaged with walls and roofs collapsing. There are small diameter trees and brush growing up through much of the parking lot and structures. There is a sewage lagoon on the western side of the property which shall remain undisturbed and fenced as it currently exists. There is a swimming pool on the southeastern corner of the property as well as two open above-ground septic tanks. All structures are located on eight (8) tax parcels covering approximately 7 acres.

The County Tax map numbers are: 86C-A-37, 86C-A-36, 86C-A-36A, 86C-A-40, 86C-A-38, 86C-A-39, 86C-2-1, 86C-2-2.

The approximate square footage of structures to be demolished is 50,000 square feet.

An asbestos report and abatement design is being completed by SEC (Sussex Environmental) and will be provided at the **mandatory pre-bid meeting**. The meeting will begin at 11:00am at the County Administration Building (Suite 203, in conference room) and progress to the project site Thursday, February 28, 2019. **(Any bidder not represented at the mandatory pre-bid meeting will receive their bid returned, unopened.)**

A "post asbestos abatement inspection" is required and is the responsibility of the contractor. (Refer to SEC Design and Code of Virginia § 110.3 and 40 CFR Part 61, Subpart M and 29 CFR 1926.1101)

All bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the bid amount set forth on page 4 of the Bid Form. Such security may be a certified check, a cashier's check, or a bid bond made payable to the County of Accomack, Virginia. Such check or Bid Bond shall be submitted with the understanding it shall guarantee that the bidder will not withdraw his/ her bid during the acceptance period indicated in the Invitation for Bid except as defined in the Accomack County General Terms and Conditions and Instructions to Bidders, Item Number 22.

All subcontractors shall be listed on the "Bid Form" provided. (Reference General Terms & Conditions & Instructions to Bidders, Item #32.)

## **Requirements for the Successful Bidder:**

1. Must be a properly licensed, insured contractor able to conduct business in the Commonwealth of Virginia.
2. Must obtain a demolition permit from the Department of Building, Planning and Economic Development before any work commences.
3. Must submit a Performance Bond and Payment Bond for 100% of the contract price.
4. Work must commence within 30 days of Notice of Award/ Notice to Proceed. (after issue of contract and Purchase Order.)
5. Work must be completed within 60 days after start date.

## **Scope of Work:**

1. Demolish all structures on property. (Footers below grade can remain onsite. Asphalt pavement, if not disturbed, can remain on property.) All demolished structures shall be removed to grade, and the site shall be filled to existing grade and seeded. (Additional information provided on this item at the **mandatory pre-bid meeting**.)
  2. Remove all demolition debris. Dispose of debris at a **pre-approved** landfill, recycling center, or approved alternate site. Tipping fees are the responsibility of the contractor. (Receipts shall be required for all debris removed from the site. Receipts shall be submitted to the County before payment will be made upon completion of project.) **Preapproval of disposal site shall be obtained from the County's Deputy Director of Building, Mark Bowden.**
  3. Complete removal and proper disposal of pool structure – including removal of all concrete down to one foot below grade, punching 15 to 20 holes in pool bottom, approximately 6-inches in diameter and filling the pool with a minimum of 12 inches of sand. Remaining pool area to be filled with select backfill up to the surrounding grade, seeded and stabilized.
  4. Closure/ disposal of “open” septic tanks will require they be pumped. The septic tanks shall have walls removed down to one foot below grade, punching 15 to 20 holes in bottom. Tanks shall filled with a minimum of 12 inches of sand or gravel. The remaining tank area shall be filled with select backfill up to the surrounding grade, seeded and stabilized. The site shall be clean and free of all demolition debris. Any trees or brush disturbed during demolition shall be removed and taken to a **pre-approved** location and ground established back to existing grade.
- A **mandatory pre-bid meeting** has been scheduled for Thursday, February 28, 2019 at 11:00 beginning at the County Administration Building (23296 Courthouse Ave, Accomac, Suite 203) and progressing to the project site. Contractors who wish to place a bid **must be represented at this mandatory meeting**.
  - For questions regarding the **Scope of Work** and **pre-bid meeting** please contact Mark Bowden, Accomack County, at 757-787-5788 or [mbowden@co.accomack.va.us](mailto:mbowden@co.accomack.va.us).
  - For questions regarding the **bid process**, please contact Lucy Huffman, Accomack County Procurement Assistant at 757-787-5709 or [lhuffman@co.accomack.va.us](mailto:lhuffman@co.accomack.va.us).

# BID FORM

Please provide **lump sum bid price** for all work described per “Scope of Work”:

**Bid Price \$** \_\_\_\_\_ **(Words)** \_\_\_\_\_

\* Contact Mark Bowden at 757-787-5788 or email [mbowden@co.accomack.va.us](mailto:mbowden@co.accomack.va.us) with any questions concerning the project.

**Acknowledge Receipt of Addenda:** (Y/N) \_\_\_\_\_

**Exceptions:** \_\_\_\_\_

**Quotation Prepared By:** \_\_\_\_\_  
Name (printed)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Current Licenses if Applicable:**

**VIRGINIA CONTRACTOR’S**

**LICENSE#:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_ (please attach copy)

**ACCOMACK CO. BUSINESS**

**LICENSE#:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_ (please attach copy)

**By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this IFB and the General Terms, Conditions and Instructions to Bidders/Offerors herein.**

**BID FORM**

***REFERENCE LIST***

The bidder is required to state, in detail, in the space provided below, work of a similar nature (specifically demolition) that he or she has performed, to give references and such other detailed information to enable the County to make an accurate assessment of the bidder's responsiveness and responsibility regarding this bid. **Bids from contractors inexperienced in this particular type of work will not be considered.**

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***List of Subcontractors –***

Bidders must disclose all subcontractors that will engage in the work regarding this project.

**Company Name:** \_\_\_\_\_

**Physical Location:** \_\_\_\_\_

**Contact name & phone number:** \_\_\_\_\_

\*

**Company Name:** \_\_\_\_\_

**Physical Location:** \_\_\_\_\_

**Contact name & phone number:** \_\_\_\_\_

\*

**Company Name:** \_\_\_\_\_

**Physical Location:** \_\_\_\_\_

**Contact name & phone number:** \_\_\_\_\_

\*

**Company Name:** \_\_\_\_\_

**Physical Location:** \_\_\_\_\_

**Contact name & phone number:** \_\_\_\_\_

## BID FORM

It is the intention of the County of Accomack to comply fully with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier Diversity and like agencies. The procurement practices of the County of Accomack are non-discriminatory and promote equality of opportunity for all qualified businesses.

**PLEASE INDICATE THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM, IF ANY:**

**DESIGNATIONS:** (Please refer to the definitions provided by the Virginia Department of Small Business and Supplier Diversity.)

**Micro Business**                       Yes             No

**Small Business**                       Yes             No

**Women-Owned Business**             Yes             No

**Minority Business**                       Yes             No

**Service Disabled Veteran**             Yes             No

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

**CONTACT FOR ADMINISTRATION**

Name: \_\_\_\_\_

Office Address: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

*Please return this page*



**BID FORM**

***VENDOR ELIGIBILITY CERTIFICATION***

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

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Name of Official

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Title

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Firm or Corporation

*Please return this page.*

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**  
**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM**  
**MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.**

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/ Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/ Bidder is not required to be so authorized. Any Offeror/ Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator as applicable.

If this quote for goods or services is accepted by the County of Accomack, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

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

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

\_\_\_\_\_  
Date

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

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

*Please return this page.*

**County of Accomack**  
**General Terms and Conditions and Instructions to Bidders**

**Tax Exemption**

The County of Accomack is exempt from and will not pay Federal Excise Tax, Transportation Tax or the Commonwealth of Virginia Sales and Use Tax. The County is also exempt from the local 911 tax.

A signed certificate to document the County's tax-exempt status is available upon request by contacting the Purchasing office.

1. **Contractor's License:** Bidders (as required) must be licensed as a Contractor in the State of Virginia; and bidder's attention is directed to Chapter 11, Title 54.1, Code of Virginia as amended. Bidder shall include a copy of his license with the completed bid form.
2. **Business License:** All businesses who wish to engage in business with the County of Accomack must possess a valid Accomack County Business License or must document why they are exempt from licensure. Most businesses who have obtained business licenses from other county jurisdictions are exempt from Accomack County licensure requirements; however, rules differ for building contractors and tradesmen who may be required to possess multiple business licenses. Businesses should contact the Commissioner of the Revenue for specific guidance on this issue. This office may be reached at 757-787-5747.
3. **Insurance:** (A contractor is defined as an individual or firm which has entered into an agreement to provide goods or services to the County of Accomack.) Any contractor doing business with the County shall maintain insurance to protect the County of Accomack, Virginia from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under a contract, whether such operations by the contractor or subcontractor, or anyone directly or indirectly employed by either, such insurance to conform to the amounts as prescribed by law. 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* during the entire term of the contract.

Whenever work is to be performed on County-owned or -leased property or facilities, the contractor shall be required to have the insurance specified with an insurance company acceptable to the County of Accomack and licensed to do business in the state of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. Certificates of insurance along with additional insured endorsements must be provided prior to work commencing.

Minimum insurance requirements for the County of Accomack are as follows:

- A. Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 aggregate and is to include:
  - 1) Premises/Operations' Liability,
  - 2) Products and Completed Operations Coverage, and
  - 3) Independent Contractor's Liability or Owner's and Contractor's Protective Liability.  
*The County of Accomack, Virginia must be endorsed as an "additional insured" when a Contractor is required to obtain Commercial General Liability coverage.*
- B. Automotive Liability: \$1,000,000 combined single limit and only if motor vehicle is to be used in the contract.
- C. Worker's Compensation Liability: Virginia statutory requirements and benefits (if the contractor has three or more employees).
- D. Employer's Liability: \$100,000 (if employees are paid a wage or salary).

- E. In addition, various Professional Liability/Errors and Omissions insurance coverages are required when providing those services as follows:

<b>Profession/Service</b>	<b>Occurrence Limit</b>	<b>Aggregate Limit</b>
Accounting	\$1,000,000	\$3,000,000
Architecture	\$2,000,000	\$6,000,000
Asbestos Design, Inspection, or Abatement		
Contractors	\$1,000,000	\$3,000,000
Health Care Practitioner	\$1,650,000	\$3,000,000
Insurance/Risk Management	\$1,000,000	\$3,000,000
Landscape/Architecture	\$500,000	\$1,000,000
Legal	\$1,000,000	\$5,000,000
Professional Engineer	\$2,000,000	\$6,000,000
Surveying	\$100,000	\$300,000

The minimum amount of professional liability insurance required to be carried by the A/E shall be calculated as not less than an amount equal to 5% of the estimated cost of construction of all County-owned projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000 per claim. As an alternative to the calculated amount indicated above, the A/E may work with the County to procure a 'Project Insurance' package for that project which is satisfactory to the County; or, the A/E may provide a Certificate of Insurance indicating coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate.

- 4. Non Discrimination:** The County of Accomack does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4310 and 2.2-4343.1 *Code of Virginia* as amended, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Contractors shall agree as follows:

- A. The contractor 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.
  - B. The contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - C. The contractor, shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal-opportunity employer. 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 provision.
  - D. The contractor shall include the provisions of paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 5. Drug-Free Workplace:** During the performance of contracts, contractors shall agree 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 on the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.

**6. Qualifications of Bidder/Offeror:** Each bidder shall be prepared to supply evidence of qualifications and capacity to perform work as proposed. Items which may be considered evidence are as follows:

- A. Current financial statement
- B. List of current and past similar contracts
- C. Explanation of methods to be used in fulfilling this contract
- D. Statement of current work load and/or capacity

Additional particular items may be requested as needed by the County. All qualifications shall be received within ten (10) days of request by the County.

**7. Competency of Bidder/Offeror:**

- A. The bidder, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents. Such evidence shall be presented within a specified time and to the satisfaction of the County.
- B. Bidders certify that their bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- C. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- D. Bids and contracts issued by the County of Accomack shall bind bidders to applicable conditions and requirements set forth in the bid boilerplate, unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

**8. Completing Bid Forms:**

- A. Use only the bid form supplied by the County.
- B. One original signed bid shall be submitted.
- C. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- D. Any interlineation, alteration, or erasure on the bid form shall be initialed by the signer of the bid.
- E. Each bid shall be signed by the person or persons legally authorized to bind the bidder to a contract, using the legal name of the signer.
- F. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.
- G. Bidders shall supply all information and submittals required by the bid documents to constitute a proper and responsive bid. Any ambiguity in any bid as a result of omission, error, lack of clarity or noncompliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the County.
- H. When an error is made in extending total prices, the unit bid price will govern.
- I. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder.
- J. Bidders are cautioned to recheck their bids for possible error.

**9. Descriptive Literature:** Bidder may be required to submit with bid complete pertinent descriptive literature and specifications fully describing the materials proposed to be furnished.

- 10. Specifications Exceptions:** Exceptions to the specifications or general instructions must be in writing and submitted with the bid form. Exceptions to the specifications contained in bids are specifically discouraged. Bidders should attempt to submit a bid fully conforming to the specifications. Failure to clearly identify any exception may result in disqualification of the bid.
- 11. Use of Brand Names:** The name of a certain brand, make, manufacturer, or definite specification is to set forth to convey to prospective bidders the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose, shall be acceptable.
- 12. Eligible Vendors:** Vendors responding to a request for supplies must be the manufacturer or authorized distributor of all products bid.
- 13. Delivery Terms:** Bid prices must be net, based on delivery to the specified location(s) in Accomack County. Prices shall include all applicable freight charges; extra charges will not be allowed.
- 14. Comments/Questions:** Any information relative to interpretation of specifications and drawings, shall be requested of the Procurement Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Procurement Agent within five (5) business days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Procurement Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) business days before the date set for receipt of bids. Oral answers will not be authoritative. Comments concerning specifications or other provisions of the bid documents may be directed to Lucy Huffman, Procurement Assistant, County of Accomack, PO Box 620, Accomack VA 23301, via fax at 757-787-2468, or by e-mail to [lhuffman@co.accomack.va.us](mailto:lhuffman@co.accomack.va.us).
- 15. Bid/Proposal Delivery:** Bids/proposals may be delivered to the Accomack County Administrator's Office, Suite 203, 23296 Courthouse Avenue **or** mailed to the Accomack County Finance Office, c/o Lucy Huffman, Procurement Assistant, P.O. Box 620, Accomack, VA 23301.
- 16. Bid/Proposal Preparation:** The bid/proposal and any other documents required to be submitted with the bid shall be enclosed in a sealed, opaque envelope. The envelope must have the notation indicated in the Invitation for Bid package. **If the bid is sent by mail or any other mail service**, the sealed, opaque, bid envelope shall be enclosed in a separate mailing envelope addressed to the Accomack County Finance Office, 23296 Courthouse Avenue, Suite 204, Post Office Box 620, Accomack VA 23301, with the notation "**IFB 718 "Whispering Pines Demolition"**" on the face thereof.
- 17. Bid/Proposal Receipt:** Bids/proposals shall be received before the time and date stated in the Invitation for Bid or the Request for Proposal. The bidder/offeror shall assume full responsibility for taking whatever measures are necessary to ensure that the bid/proposal reaches the (indicated) Office of the County of Accomack prior to the local time and date specified for receipt of bid/proposal. The County will not be responsible for any bid/proposal delayed in the postal or other delivery service nor any late bid/proposal or amendment thereto received after the bid date. Bids/proposals received after the time and date for receipt of bids/ offers will be returned to the bidder/ offeror unopened.
- 18. Opening of Bids:** Bids received on time will be opened publicly and read aloud at the time specified in the Invitation for Bid. The device or mechanism for establishing the opening time shall be established by the County.
- 19. Acceptance or Rejection of Bids:**
  - A. Unless otherwise specified, the contract shall be awarded to the lowest **responsible** and **responsive** bidder complying with the provisions of the bid documents, provided the bid price is reasonable, does not exceed the funds available, and is in the best interest of the County. The County reserves the right

to reject the bid of any bidder who has failed to perform properly in any way or to complete on time contracts previously awarded, or a bid from any bidder who investigation shows is not in a position to perform the contract.

- B. In determining a bidder's **responsibility**, the County may consider the following in addition to price:
  - 1) The bidder's ability, capacity, and skill to provide the goods and/or services required within the specified time.
  - 2) The bidder's ability to provide needed maintenance and service.
  - 3) The character, integrity, reputation, experience, and efficiency of bidder. The quality of bidder's performance of previous and/or existing contracts.
  - 4) Whether the bidder is in arrears to the County, in debt on a contract, or in default on any surety.
- C. In determining a bidder's **responsiveness**, the County shall consider whether the bid conforms in all material respects to the bid documents. To be responsive, a bid must include all information required by the solicitation.
- D. The County reserves the right to waive any irregularities.
- E. The County reserves the right to reject any and all bids, to accept any bid in whole or in part, to add or delete quantities, to waive any informalities in bids received, to reject a bid not accompanied by any required bid security or other data required by bidding documents, and to accept or reject any bid which deviates from specifications when in the best interest of the County.
- F. In the event that the lowest responsive bid received from a responsible bidder exceeds available funds, the County reserves the right to negotiate with that bidder to obtain a contract price within available funds.
- G. Such other information as may be secured by the County Procurement Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the County Procurement Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

**20. Binding Bids/Proposals:** Bids/proposals are to be binding for sixty (60) calendar days following the opening date, unless extended by mutual consent of all parties **or** unless otherwise specified in the bid documents or in the Special Terms and Conditions.

**21. Bid Security:** Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the bid, which may be a Bid Bond, a Certified Check, or Cashier's Check, made payable to the Owner, Accomack County, Virginia. Such Bid Bond or check shall be submitted with the understanding it shall guarantee that the bidder will not withdraw his/ her bid during the acceptance period indicated in the Invitation for Bid except as defined in the Accomack County Terms and Conditions and Instructions to Bidders, Item Number 22.

**22. Withdrawal of Bids:**

- A. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as *opposed* to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. If a bid contains *both* clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Procurement Agent of his or her claim of right

to withdraw his or her bid within two (2) business days after the conclusion of the bid-opening procedure and shall submit original work papers with such notice.

- B. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
- 1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Procurement Agent in writing.
  - 2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Procurement Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
  - 3) No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
  - 4) If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

### **23. Contract Award:**

**Invitation for Bid (IFB)** -- Award will be made on basis of information submitted with the bid and based on what is determined to be in the County's best interest, taking into consideration pricing and qualifications of bidders. A written award in the form of a purchase order, acceptance agreement, or formal contract shall result in a binding contract without further action by either party. If a contract or acceptance agreement is used, the same shall be executed by the successful bidder within ten (10) working days of receipt of notice of award.

**24. Tie Bids:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of re-advertisement for bids, the County Procurement Agent is authorized to award the contract to the resident Accomack County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public. The decision of the County to make award to one or more such bidders shall be final.

**25. Notification of Award:** Successful bidders/offerors will be notified immediately upon acceptance of their bid/proposal.

**26. Guarantees & Warranties:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Procurement Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

**27. Permits:** Any and all required permits shall be obtained by the contractor.

**28. Performance Bond and Payment Bond:** The contractor granted shall be required to provide to the County a Performance Bond and Payment Bond in an amount equal to the amount of the contract unless otherwise stated in the bid documents.

**29. Termination for Convenience:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Procurement Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.



**30. Termination of Contract for Cause**

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

**31. Contract Alterations:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Procurement Agent or his or her authorized agent.

**32. Subletting of Contract or Assignment of Contract Funds:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm, or corporation without the previous written consent of the Procurement Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Procurement Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from his or her obligations or change the terms of the contract.

**33. Funding:** A contract shall be deemed binding only to the extent of appropriations available to each Department or Office for the purchase of goods and services.

**34. Delivery/Service Failures:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Procurement Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Procurement Agent, shall constitute authority for the Procurement Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Procurement Agent, of any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Agent.

**35. Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy, or by any other circumstances which, in the Procurement Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Procurement Agent may, at his or her discretion, cancel the contract.

**36. Responsibility for Supplies Tendered:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point; but, the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**37. Replacement:** Materials or components that have been rejected by the Procurement Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

**38. General Guaranty:**

Contractor agrees to:

- A. Save the County, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee, or owner.
- B. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work, or to the work of other contractors, for which his or her workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the County.
- E. Protect the County from loss or damage to County-owned property while it is in the custody of the Contractor.

**39. Service Contract Guaranty:**

Contractor agrees to:

- A. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- B. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
- D. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County.
- E. The County of Accomack shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the contract.

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

**41. Virginia Freedom of Information Act:** All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen or any interested person, firm, or corporation in accordance with the Virginia Freedom of Information Act *except* as provided below:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- B. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, **except** in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, **except** in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract **except** as provided in paragraph "C" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- C. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Any offeror shall not identify as trade secret or proprietary information their entire completed proposal.
- D. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

**42. Applicable Law and Courts:** The contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and exclusive jurisdiction for the resolution of any dispute arising out of this contract shall be in the Circuit Court of Accomack County, Virginia.

**43.** General Terms and Conditions stated herein are controlling, and any variance or inconsistency with terms elsewhere shall be resolved in favor of these General Terms and Conditions.