



COMMONWEALTH OF VIRGINIA  
**COUNTY OF CAROLINE**

**RFB #2020-0225**

**July 30, 2020**

**REQUEST FOR BIDS**  
**ANNUAL CONTRACT FOR FACILITY UPGRADES/REMODELING**  
COUNTY OF CAROLINE, VIRGINIA

Your firm is invited to submit a Bid to provide **Light Construction/Remodeling services and/or supplies for the County of Caroline** in accordance with the enclosed specifications. The submittal, consisting of the original Bid and **three (3)** additional copies marked, "**FACILITY UPGRADES/REMODELING – CAROLINE COUNTY**", will be received no later than **1:00 p.m., August 31, 2020**, by:

**IN PERSON OR SPECIAL COURIER**  
County of Caroline  
Department of Public Works/Utilities  
12613 Mill Creek Road  
Ruther Glen, Virginia 22546

OR

**U.S. POSTAL SERVICE**  
County of Caroline  
Department of Public Works/Utilities  
P O Box 424  
Bowling Green, Virginia 22427

**This RFB and any addenda are available on the County of Caroline Purchasing website at <https://co.caroline.va.us/229/Procurement>** To receive an email copy of this document, please send a request to: [tlambert@co.caroline.va.us](mailto:tlambert@co.caroline.va.us).

Time is of the essence and any Bid received after **1:00 p.m., August 31, 2020**, whether by mail or otherwise, will be returned unopened. Bids shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFB number, title, and date and hour Bids are scheduled to be received.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit Bids. The County of Caroline reserves the right to accept or reject any or all Bids submitted.

The awarding authority for this contract is Director of Public Works/Utilities.

Technical questions concerning this Request for Bids should be submitted to Ted Lambert at [tlambert@co.caroline.va.us](mailto:tlambert@co.caroline.va.us) by no later than **2:00 p.m. on Thursday, August 20, 2020**.

Ted Lambert  
Assistant Director  
Caroline County Public Works/Utilities  
Caroline County - Virginia  
Core Hours: 7:00am-5:00pm  
Monday - Friday

**REQUEST FOR BIDS**  
**ANNUAL CONTRACT FOR FACILITY UPGRADES/REMODELING**  
COUNTY OF CAROLINE, VIRGINIA

**I. INTRODUCTION:**

The intent and purpose of this Request For Bid is to establish an annual contract with a qualified bidder to furnish all labor, materials, equipment and services necessary to provide facility upgrades and remodeling services for projects valued less than \$30,000. All work under this contract is to be performed on an as needed and requested basis, when services are necessary. Nothing shall bind the County of Caroline to any specified amount of work during the contract period.

**II. BACKGROUND:**

1. The Department of Public Works/Utilities is responsible for the facilities management of all County facilities. The County routinely has the need for facility upgrades and remodeling services at various County facilities.

**III. SCOPE OF SERVICES:**

**A. General:**

1. The Successful Offeror must have sufficient personnel and proper equipment to perform work as outlined herein.
2. The Successful Offeror must have proper licensing to perform construction related services in the Commonwealth of Virginia.
3. The Successful Offeror will be required to obtain any and all permits as required by Federal, State, or Local authorities.
4. It is intended that the Successful Offeror shall perform all work under this contract with the Successful Offeror's own forces. Due to security clearance that is necessary at some of County facilities, services shall be performed only by Successful Bidder's personnel. The Successful Offeror may utilize subcontractors only if pre-approved by the Department of Public Works Director or his/her designee. All subcontractors shall be properly licensed to perform work in the Commonwealth of Virginia. This contract is non-assignable.
5. The Successful Offeror shall submit quotes for all requested work prior to the commencement of work.
6. The Successful Offeror shall submit one (1) invoice for each project. Invoices shall be emailed to [ctignor@co.caroline.va.us](mailto:ctignor@co.caroline.va.us).

**B. Specifications:**

1. Successful Offeror's Performance:

- a. The Successful Offeror will be required to adhere to all applicable federal, state, and local building codes.

**C. Materials, Supplies, And Equipment:**

- 1. The Successful Offeror shall furnish all materials, supplies, and equipment as needed.
- 2. The Successful Offeror agrees that all personnel will wear proper, safe, and neat appearing clothing while working on County premises.

**D. Work Supervision:**

- 1. All work performed by the Successful Offeror shall be done in a workmanlike manner and satisfactory to the Director of Public Works or his/her duly authorized representative. The Successful Offeror must have a supervisor to oversee all construction crews, who is available by phone or radio, and who can translate or otherwise communicate with both the work crews and County personnel.

**E. Successful Offeror Employees:**

- 1. The Successful Offeror shall instruct its employees NOT to solicit or accept gratuities for any reason whatsoever from County of Caroline employees or other persons using the premises.

**IV. COUNTY RESPONSIBILITIES:**

The County will designate an individual to act as the County's authorized representative with respect to the work to be performed under this contract. Such individuals shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

**V. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

- Request for Bids distributed **Thursday, July 30, 2020**
- Deadline for Technical Questions **Thursday, August 20, 2020**
- Deadline to Receive written Bids **Monday, August 31, 2020, 1:00 p.m.**
- Contract Award **Wednesday, September 9, 2020**

## **VI. GENERAL CONTRACT TERMS AND CONDITIONS:**

### **A. Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the County of Caroline, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

### **B. Award of the Contract**

1. The County reserves the right to reject any or all Bids and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing Agent the Contract documents and any other forms or bonds required by the RFB.
3. The Contract resulting from this RFB is not assignable.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <https://co.caroline.va.us/229/Procurement>

### **C. Collusion**

By submitting a Bid in response to this Request for Bids, the Offeror represents that in the preparation and submission of this Bid, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### **D. Compensation**

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

### **E. Controlling Law and Venue**

The Contract will be made, entered into, and shall be performed in the County of Caroline, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Caroline County General District Court or the Circuit Court of the County of Caroline, Virginia.

**F. Default**

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

**G. Exceptions to the RFB or Contract:**

For architectural or engineering services, the County shall not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Code of Virginia §2.2-1132, until after the qualified Offerors are ranked for negotiations. Exceptions to the RFB requirements will be required of the top ranked Offeror and will be resolved to the satisfaction of the County before any contract negotiations.

**H. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)**

1. 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.
2. 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 the Virginia Public Procurement Act, 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.

**I. Employment Discrimination by Contractor Prohibited**

1. During the performance of this Contract, the contractor agrees as follows (Va. Code §

2.2-4311):

- (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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (b) 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.
  - (c) 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.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Bids shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Caroline, the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Caroline County and Caroline's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(See "Insurance Specifications")**.

**M. No Discrimination against Faith-Based Organizations**

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

**N. Offeror's Performance**

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with Caroline County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

**O. Ownership of Deliverable and Related Products**

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting Bids, which may include innovative ownership approaches, in the best interest of the County.

**P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's Bid and any Contract awarded pursuant to this Request for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Bidss. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**R. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations**

It is the policy of the County of Caroline to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Bids and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

**S. Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

**T. Taxes**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Caroline County and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Caroline County, and Caroline County shall be held harmless for same by the Successful Offeror.
2. Caroline County is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract**

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.



3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V. County License Requirement**

If a business is located in Caroline County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your Bid submission. If your business is not located in the County, include a copy of your current business license with your Bid submission.

**W. Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

**Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its Bid the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror 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 Bid a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.

3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror 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.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 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 the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**AA. CONTRACT PERIOD:**

1. The contract period shall be one year.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 5% above the previous year's prices. All price increases must be requested by the Successful Offeror and accepted by the County prior to contract renewal.
3. The resulting contract shall require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

**VII. BID SUBMISSION REQUIREMENTS:**

- A. The Purchasing Division will not accept oral Bids, nor Bids received by telephone, FAX machine, or other electronic means.
- B. All erasures, interpolations, and other changes in the Bid shall be signed or initialed by the Offeror.
- C. The Bid Signature Sheet (**Attachment B**) must accompany any Bid(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the Bid. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the Bid.
- D. The Bid, the Bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the Bid shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the Bid.

- E. The time when Bids are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their Bids are stamped by Purchasing Division personnel by the deadline indicated.
- F. By submitting a Bid in response to this Request for Bids, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its Bid or to the Contract.
- H. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Bids shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
- I. A Bid may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of Bids. The Offeror shall notify the Purchasing Agent in writing of its intentions.
  - 1. If a change in the Bid is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the Bid.
  - 2. Modified and withdrawn Bids may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bids.
  - 3. No Bid can be withdrawn after the time set for the receipt of Bids and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the Bid documents, scope of services, or drawings may be improved. Offerors requesting clarification, interpretation of, or improvements to the Bid general terms, conditions, scope of services or drawings shall submit, in writing, technical questions concerning the Request for Bids no later **than the deadline posted in the announcement**. Any changes to the Bid shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Agent before submitting a Bid.**
- K. All Bids received in the Purchasing Division on time shall be accepted. All late Bids received by the Purchasing Division shall be returned to the Offeror unopened. Bids shall be open to public inspection only after award of the Contract. Vasectomy

## VIII. BID RESPONSE FORMAT:

- A. Offerors shall submit a written Bid by completing the Bid Submission Sheet
- B. The Offeror must include in their Bid packet the following (One (1) original and three (3) COPIES):

### 1. Introduction

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the Bid

Proof of Insurance

Proof of Caroline County Business License

Bid Submission Sheet – Attachment A

Bid Signature Sheet – Attachment B

Proprietary/Confidential Information – Attachment C

Virginia State Corporation Commission Identification Number Requirement – Attachment D

### 2. References

Provide a minimum of three (3) references, who could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact people's email addresses and telephone numbers. It is preferred that these references be in or within close proximity to Caroline County, Virginia. Offerors may use Caroline County as one of their references.

3.  Assumptions – List any assumptions made when responding to the Scope of Services requirements.

4.  Exceptions – List any exceptions to the Scope of Services on a separate sheet.

5.  Optional: Services and materials, other than those listed, may be submitted on a separate sheet, but will not be used for bid evaluation, scoring, or awarding.

## IX. BID EVALUATION/SELECTION PROCESS:

- A. Contract Award will be given to the consistently lowest responsive Bidder based on the overall number of evaluation points awarded.

1. Each bid item has been given a point value. The offeror with the lowest bid for that item will receive the maximum point value, the next lowest bid will receive the maximum value minus one point, and so on until 0 points are given. The offeror with the overall greatest number of evaluation points will be considered the lowest responsive Bidder.
- B.** For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting Bids, on the basis of the factors involved in the Request for Bid, including price if so stated in the Request for Bid. In the case of a Bid for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a Bid any exception to any liability provisions contained in the Request for Bid. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Bid in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best Bid and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

## **INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Caroline named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

### **Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease

### **Commercial General Liability - Combined Single Limit**

\$1,000,000 each occurrence including contractual liability for specified agreement  
\$2,000,000 General Aggregate (other than Products/Completed Operations)  
\$2,000,000 General Liability-Products/Completed Operations  
\$1,000,000 Personal and Advertising injury  
\$ 100,000 Fire Damage Legal Liability

### **Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

### **Excess/Umbrella Liability** \$1,000,000 per occurrence

**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Successful Bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Successful Bidder's responsibilities outlined in the contract documents.

**NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Caroline. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:** **The certificate holder on the Accord form shall be:**

**County of Caroline, Virginia  
Department of Public Works/Utilities  
PO Box 424  
Bowling Green, VA 22427**

**ATTACHMENT A**

**BID SUBMISSION SHEET & EVALUATION**

<b>Services - Labor, Tools, and Equipment Only</b>				
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Evaluation Points</b>
1	Inerior Painting (includes walls, trim, and ceiling areas)	Per Sq. Ft. of Surface		8
2	Exterior Painting (ext. walls, handrails, window trim, staining and/or sealing of decks, etc.)	Per Sq. Ft. of Surface		8
	Flooring installation - laminate plank or tile	Sq. Ft.		8
	Flooring installation - carpet	Sq. Ft.		8
	Flooring installion - ceramic/porcelain tile	Sq. Ft.		8
3	2-man demolition crew	Per Hour		10
4	3-man demolition crew	Per Hour		10
5	2-man construction crew	Per Hour		10
6	3- man construction crew	Per Hour		10
7	1-man Plumbing/Electrical crew	Per Hour		10
8	2-man Plumbing/Electrical crew	Per Hour		10
<b>Total Possible Points</b>				<b>: 100</b>

**All materials shall be approved by the Director of Public Works or his/her duly authorized representative. Contractor supplied materials and permits shall be billed at cost plus 15%. The successful offeror must make every reasonable effort to obtain materials and supplies at the most economical price. The County reserves the right to provide permits, materials, and supplies for all projects.**



**ATTACHMENT B**  
**BID SIGNATURE SHEET**  
**Page 1 of 2**

My signature certifies that the Bid as submitted complies with all requirements specified in this Request for Bid (“RFB”).

My signature also certifies that by submitting a Bid in response to this RFB, the Offeror represents that in the preparation and submission of this Bid, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this Bid.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

**ATTACHMENT B**  
**BID SIGNATURE SHEET**  
**Page 2 of 2**

Company Legal Name: \_\_\_\_\_

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

**(Check all that apply.)**

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Caroline encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered?  **Yes**  **No**

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_\_ NUMBER \_\_\_\_\_ DATE

**DEFINITIONS**

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.



**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

- is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offer or's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: