



**COUNTY OF SPOTSYLVANIA, VIRGINIA  
INVITATION FOR BID (IFB) #21-05-TV  
MERCHANTS SQUARE BUILDING RENOVATION  
October 21, 2020**

**Name of Soliciting Public Body / Bids Shall be Mailed or Hand Delivered To:**

County of Spotsylvania, Procurement Division  
P.O. Box 215  
8800 Courthouse Road, 2<sup>nd</sup> Floor **Room 414**  
Spotsylvania, VA 22553

**(PLEASE REFER TO ATTACHMENT A – COVID-19 INFORMATION TO BIDDERS)**

**PRE-BID MEETING:** A **non-mandatory** pre-bid meeting will be held **October 29, 2020 at 2:00 PM** at the Merchants Square building located at 9019 Old Battlefield Blvd., Spotsylvania, VA 22553.

**BID DUE DATE AND TIME:** Sealed Bids Will Be Received until **December 3, 2020 at 2:00 PM** for Furnishing the Services Described Herein. **Please note at the time of IFB issuance, Spotsylvania County Procurement Office located in the Marshall Center, 8800 Courthouse Road, Spotsylvania, VA 22553 is closed to the public. Please check for updates prior to submitting a bid to ensure timely delivery to the Procurement Division. Refer to the last page of the IFB for information on hand delivery.**

**QUESTIONS DUE DATE AND TIME:** Questions from Bidders must be received by the Spotsylvania County Procurement Division by **November 4, 2020 at noon**. Questions must be emailed to Toni Vaughan, Senior Procurement Officer, at [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us). The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

**All Inquiries For Information Should Be Directed To:**

Toni Vaughan, Senior Procurement Officer  
Phone: (540) 507-7524  
Email: [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)

**All updates are posted on the Spotsylvania County web site at  
<http://www.spotsylvania.va.us/374/Solicitations>  
It is the responsibility of the vendor to check back for updates.**

**All bid documents are available through Moseley Architects at the following website:  
<http://www.moseleyarchitects.com/bidding/>**

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**ATTACHMENT A – COVID 19 INFORMATION TO BIDDERS**

**ATTACHMENT B – BID FORMS**

**All bid documents are available through Moseley Architects at the following website:**

<http://www.moseleyarchitects.com/bidding/>

## I. PURPOSE

The County of Spotsylvania, VA is seeking bids from qualified Contractors to provide construction services and materials for the renovation of the main lobby and three suites on the first floor at 9019 Old Battlefield Blvd (also known as the Merchants Square building), for future use by Spotsylvania County. There is one additive alternate to provide a public restroom in the Department of Economic Development on the 3<sup>rd</sup> floor of the building. The successful Contractor shall perform all construction activities and provide all construction management, necessary tools, equipment, materials, fuel, insurance, personnel, and supervision to complete the Project as described herein.

## II. BASIS OF AWARD

The award of a contract resulting from this Invitation for Bid shall be based on the following criteria submitted from the lowest responsive and responsible bidder:

**Price** – The bids will be evaluated and contract award will be made to the lowest responsive and responsible bidder according to Spotsylvania County Procurement Policy. Contract award will be based on the Total Bid Price (Base Bid + Allowance #1), as stated on the Bid Form. In case of arithmetic errors, the unit price will govern.

The Merchants Square Building Renovation will be constructed under a single prime contract.

The County reserves the right to reject any and all bids in whole or in part and to waive any informality prior to making an award.

## III. INSTRUCTIONS TO BIDDERS

- A. This competitive sealed bidding procurement shall be conducted in accordance with the Spotsylvania County Procurement Policy. The Procurement Policy is available at <http://www.spotsylvania.va.us/377/Spotsylvania-County-Policies>
- B. Bids may be withdrawn at any time before the bid opening. A Bidder wishing to withdraw the bid after bid opening may do so in accordance with Spotsylvania Procurement Policy Section 2-24.
- C. Bids must be made by utilizing, initialing and signing Attachment B, Bid Form. The Bid Form (all pages) of this IFB must be completed and returned for a bidder to be considered responsive. Specifications incorporated into this Invitation to Bid shall be followed accordingly.

The Response Statement of the Bid Form must be completed in a sufficient manner to allow for a detailed comparison of the IFB Specifications and the bidder's proposed construction work to ascertain adherence to the Specifications. The bidder must explain in the Response Statement any deviations from the Specifications.

- D. All inquiries for information regarding bid submission requirements or procurement procedures shall be directed to:  
Toni Vaughan, Senior Procurement Officer  
Phone: (540) 507-7524  
E-Mail: [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)

Questions must be e-mailed to Spotsylvania County. All responses to inquiries will be in writing in the form of an Addendum and will be posted on the Procurement Division website - <http://www.spotsylvania.va.us/374/Solicitations>. Questions from Bidders must be received by the time stated on the front of this solicitation. The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

- E. Bidders are responsible for familiarizing themselves with all of the requirements stated herein.
- F. All bids must be in a sealed envelope and clearly marked in the lower left hand corner:

Business/Contractor Name  
Sealed Bid, Spotsylvania County IFB #21-05-TV, Merchants Square Building Renovation  
Bid Opening: 2:00 PM, December 3, 2020  
DO NOT OPEN

- G. Bids will be accepted until the time stated on Page 1 of this IFB. Bids will be opened at the Spotsylvania County Procurement Division, 8800 Courthouse Road (the Marshall Center), 2<sup>nd</sup> Floor Room 414, Spotsylvania, VA 22553. See also Attachment A – COVID19 Instructions to Bidders.

The Bidder has the sole responsibility to have their bid received by the Spotsylvania County Procurement Division at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, Virginia. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the Procurement Office.** If you will be using one of these services for delivery of your bid, please take this information into consideration.

- H. Late Bids shall not be considered and will be returned to bidder unopened if received by special carrier or not accepted if hand delivered by bidder. The time of receipt shall be determined by the time clock stamp in the Procurement Division, Room 414.

Inclement weather: In the event that Spotsylvania County is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid opening; the pre-bid conference or bid opening will occur in the next business day that Spotsylvania County is open at the appropriate times as stated in the IFB. No exceptions will be made in this situation. Please contact the procurement officer as stated in the IFB for information pertaining to this procurement.

- I. Specifications incorporated into this Invitation to Bid should be followed accordingly. Bids must be made by utilizing and signing the Bid Forms. The bid form must include the total bid price, warranty details and exceptions to the specification (if any), to be considered responsive. The Bid

Form in its entirety must be completed and returned for a bidder to be considered responsive.

- J. All warranties shall commence from the date of Spotsylvania County’s acceptance of the completed work. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. This warranty of materials and workmanship separate and independent from and in addition to any of the contractor’s other guarantees or obligations in this contract.

The minimum warranty/maintenance period for the construction and related accessories shall be at least two years unless otherwise specified in the Specifications incorporated herein and made part of this IFB and shall start from the date of Spotsylvania County’s acceptance of the completed work.

- K. **BID BOND**: All bids shall be accompanied by a Bid Bond from a surety company selected by the Bidder, which is legally authorized to do business in Virginia in the amount of five percent (5%) of the amount of the bid if the bid price is in an amount of or over \$100,000. If the bid price is less than \$100,000 the County may ask for a bid bond after the opening of the IFB and performance and payment bonds before work commences. In lieu of a Bid Bond, a Bidder may furnish a certified check or cash escrow in the face amount required for the bond. Such bid guarantee shall be submitted with the understanding of the following: It shall guarantee that the Bidder will not withdraw his bid during the period of 150 days following the opening of bids; if his bid is accepted, he will enter into a formal Contract with Spotsylvania County in accordance with the County Agreement or Purchase Order included as a part of the Contract Documents; and the Standard Performance Bond and the Standard Labor and Material Payment Bond shall be given. And further, in the event of the withdrawal of the said bid within said period, or failure to enter into said Contract and give said Bonds within ten (10) days after he has received Notice of Award, the Bidder shall be liable to the Spotsylvania County Board of Supervisors for the lesser of (i) the difference between the Bid for which the Bond was written and the next low Bid, or (ii) the face amount of the Bid Bond. This amount represents the damage to the Spotsylvania County Board of Supervisors on account of the default of the Bidder in any particular hereof.

- L. As a guideline, Spotsylvania County anticipates the following timetable for selection of a Contractor.

<u>Date</u>	<u>Activity/Event</u>
October 21, 2020	Invitation for Bid Issued
January, 2020	Anticipated Award

- M. Bid price will include freight to the specified delivery location in Spotsylvania County, Virginia, and associated insurance. It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials. The County will not assume any responsibility for receiving these shipments. Contractor shall check with owner and make

necessary arrangements for security and storage.

- N. Failure to manually sign the bid may disqualify it. The person signing bid shall show title or authority to bind his firm in a Contract.
- O. Any quantities indicated in this IFB are for informational purposes only and are not guaranteed to be purchased.
- P. The prices quoted on the Bid Form shall be firm for 150 days. Prices shall be submitted in the unit of measurement specified on the Bid Form. No separate line item charges shall be permitted for either bidding or invoicing purposes on the items appearing on the Bid Form, which would include but are not limited to equipment rental, detention, demurrage, drop ship charges, local freight, or any other extraneous charges. Insertion of delivery costs, disclaimers, or limitations of liability, and the like which are not expressly allowed in this IFB will be cause for rejection of the bid.
- Q. The total of all Bid unit prices will be the sum of the products of the quantity of each item and the corresponding unit price.
- R. Payment for the work included in this section will be in accordance with the unit prices set forth in the bid for the quantity of work performed.
- S. To perform public work in the Commonwealth of Virginia, the successful Bidder (Contractor) and any Subcontractor working for the Contractor shall hold a Contractor's and Business License as required by state law and local ordinances. Bidders are required to be licensed Contractors in the Commonwealth of Virginia in compliance with Title 54.1 of the Virginia Code. The bidder shall show evidence of compliance with these licensing requirements as a condition of the Bid being considered. The Bidder's Virginia Contractor's License Number shall be listed on the Bid Form of this Invitation for Bid.

The successful Bidder (Contractor) shall have been engaged in construction services related to renovation work for a length of time sufficient to establish his competence for providing the required management, work, and expertise. A list of 3 References for which the Contractor has provided similar work over the last 5 years similar in Scope to that which is described herein shall be provided with the Bid Package. Spotsylvania County cannot be listed as a reference. The County reserves the right to check undisclosed references.

- T. Any vendor transacting business with Spotsylvania County may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

#### **IV. SCOPE OF WORK**

Bids will be received from qualified contractors to provide construction services and materials for the renovation of the main lobby and three suites on the first floor of the Merchants Square Building located at 9019 Old Battlefield Blvd, for future use by Spotsylvania County. There is one additive alternate to provide a public restroom in the Department of Economic Development on the 3<sup>rd</sup> floor of the

building. The successful Contractor shall perform all construction activities and provide all construction management, necessary tools, equipment, materials, fuel, insurance, personnel, and supervision to complete the Project as described herein and in the bidding documents prepared by Moseley Architects and made part of this Invitation for Bid (IFB).

All bid documents are available through Moseley Architects at the following website:

<http://www.moseleyarchitects.com/bidding/>

Electronic files of bid documents will be issued to requesting individuals and companies. Electronic Files may not be reproduced or duplicated and shared with other individuals or companies without written consent.

All updates are available on the County's website: <http://www.spotsylvania.va.us/374/Solicitations>.

## **V. CONTRACT PERFORMANCE**

### **A. Performance, Payment Bonds**

Upon the award of a public construction Contract resulting from this IFB which exceeds \$100,000 awarded to the successful Bidder(s) (Contractor(s), the Contractor shall furnish to Spotsylvania County Performance and Payment bonds. If a contract is under \$100,000 the County may request the bonds in accordance with the Spotsylvania County Procurement Policy. The following bonds shall be furnished to Spotsylvania County:

1. A Performance Bond in the penal sum of 100 percent of the dollar value of the contract conditioned upon the faithful performance of the Contract in strict conformity with the Plans, Specifications, and Terms and Conditions of the Contract. Said bond for the faithful performance of the Contract shall remain in existence for the duration of the Contract performance time period until final acceptance of the project by Spotsylvania County.
2. Payment Bond in the sum of the Contract amount. Such bond shall be for the protection of Claimants who have and fulfill contracts to supply labor or materials to the Contractor to whom the Contract resulting from this IFB was awarded or to any Subcontractors, in the prosecution of the Work provided for in such Contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. Labor or materials shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Work Site.
3. Each of the above bonds shall be executed by one or more surety companies, selected by the Contractor, which are legally authorized to do business in Virginia. Bonds shall be payable to Spotsylvania County. The Contractor shall present the Performance Bond and Payment Bond to the Spotsylvania County Procurement Division within 15 days after receipt of a fully executed Contract and prior to any Site Work. The Performance Bond shall remain in existence for the duration of the Contract performance time period, and the Payment Bond shall remain in existence for one year after final acceptance of the Work by Spotsylvania County. In lieu of payment or Performance Bonds, the Contractors may

furnish a certified check or cash escrow in the face amount required for each of the bonds and which will be held for the statutory period as applicable for each bond.

B. Delivery and Installation Address

The work shall be performed at the Spotsylvania County Merchants Square building located at 9019 Old Battlefield Blvd, Spotsylvania Courthouse, VA 22553 as described in the Scope of Work indicated in Section IV.

C. Notice to Proceed

A written “Notice to Proceed” shall be issued by Spotsylvania County to the Contractor fixing the date on which the Contract time will commence to run and on which the Contractor shall be authorized to begin the Work.

D. Pre-Construction Meeting

Before construction services have started, a representative of the Contractor shall confer with representatives of the Spotsylvania County Utilities Department and shall provide such planning, measurements, schedules etc., as are required to ensure that the planned construction activities meet the requirements of the County. At this meeting, Limits of Authority, changes, and General Procedures shall be explained.

E. Period of Contract Performance and Completion Date

The Merchants Square Renovation project shall be completed by the Contractor within 227 calendar days as measured from the date of the Notice to Proceed. The date which is 213 calendar days past the Notice to Proceed shall be the Contract Substantial Completion date.

The Contractor, in submitting his bid, acknowledges that he has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, including the U. S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration/Environmental Data and Information services, National Climatic Center and National Weather Service. The data sheets to be used shall be those for the locality closest to the site of the work.

F. Liquidated Damages

Should the contractor fail to complete the work and/or installation or any part thereof, in the time specified in the Contract Documents, the Contractor shall reimburse Spotsylvania County for the additional expense and damage for each calendar day that substantial and final completion has not been achieved. The amount of such additional expense and damage incurred by reason of failure to achieve substantial completion is the per diem rate of \$200. The amount of such additional expense and damage incurred by reason of failure to achieve final completion is the per diem rate



of \$400. Such liquidated damages are in addition to any other ascertainable damage allowable by law, which Spotsylvania County sustains for the contractor's breach of the contract. Spotsylvania County shall have the right to deduct liquidated damages or other such damages from any amount due, or that may become due the contractor, or the amount of such damages shall be due and collectable from the contractor or his surety. It is understood and agreed by the Contractor that any liquidated damages payable in accordance with this Agreement are not a penalty and that such sums are reasonable under the circumstances existing as of the date of execution and delivery of this Agreement. The Contractor further acknowledges and agrees that liquidated damages may be owed even though no default has occurred or been declared.

G. Work Site Damages:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to Spotsylvania County's satisfaction at the contractor's expense.

H. Permits

The Building Permit application has been submitted by the Architect and approved by the Spotsylvania County. The Contractor shall be responsible for finalizing and obtaining all permits as indicated in the Specifications and detailed in the IFB, and Construction Drawings of this IFB.

The Contractor must provide all contractors licensing information as detailed in Section V, Paragraph I below.

I. Contractor and Sub-Contractor Licenses

Spotsylvania County requires a general contractor to provide copies of all its construction and business licenses to the County Code Compliance Department.

Upon award of a contract, and prior to work, the successful bidder (contractor) shall be responsible for providing the County's Code Compliance Department with the names of all contractors and sub-contractors involved with the project and copies of their Virginia Contractor's Licenses, Virginia Tradesman Certificates and Spotsylvania County Business Licenses, where applicable.

In addition, the contractor shall complete a sub-contractor roster. This must be returned to the County Business License Office prior to final inspection of the completed work.

J. Inspection

a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may,

by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.

b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the County will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.

c. Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.

d. The contractor project inspector will recommend to the County that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.

e. The Contractor's Project Inspector has no authority to and shall not:

- (1) Authorize deviations from the contract documents;
- (2) Enter into the area of responsibility of the contractor's superintendent;
- (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to

safety precautions and programs in connection with the work;

- (4) Authorize or suggest that the owner occupy the project, in whole or in part;
- (5) Issue a certificate for payment.

**K. Contractor’s Title to Materials**

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

**L. Pipeline Locations and Miss Utility**

The contractor shall be responsible for calling Miss Utility of Virginia at (800) 552-7001 prior to digging at the work site.

**M. Modification of a Contract**

Change orders shall be reviewed by the project manager, Engineer, if required, and state agency, if required, for accuracy. Change orders will require signature of all parties and a detailed summary of the change in scope of work. Once review is complete change order will be submitted to the Procurement Division for review and a modification to the contract amount, if needed, will be prepared and approved by the Procurement Manager.

**N. Retainage**

Retainage will be held in the amount of 5% of the contract price until final completion of project and is accepted by the County. Any payment made by the County to the Contractor shall be less a Five Percent (5%) retainage to assure faithful performance of the Work required under the Contract. All amounts retained under this provision shall be included in the Final Payment upon Final Completion.

**VII. TERMS AND CONDITIONS: (Effective March 4, 2019)**

**A. Acceptance, Invoicing and Payment**

Spotsylvania County will make payment to the Contractor, Net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for services or goods rendered resulting from this IFB.

Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the CONTRACTOR covenants and agrees to:

- 1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment

- received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
  3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
  4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

B. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Contractor, the Contractor shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

C. Audit

Contractor shall keep and require each of its Subcontractor, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subcontractor and suppliers, Contractor shall remit promptly to County the amount of any adjustment resulting from audit.

D. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

F. Compliance of Law

The Contractor providing materials and services to the County under any contract resulting from this IFB

represents and warrants to the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986; and Virginia Code § 2.2-4311.1.
3. Complying with federal, state and local laws and regulation applicable to the performance of the services procured; and
4. In full compliance with the Virginia Conflict of Interest Act.

#### G. Contract Award

Spotsylvania County reserves the right to accept or reject any and/or all bids, and to waive informalities. Spotsylvania County reserves the right to award any contract resulting from this IFB to the lowest priced responsive and responsible bidder, resulting in a contract that is most advantageous and in the best interest of Spotsylvania County. Spotsylvania County shall be the sole judge of the bids and the resulting contract that best serves the public interest, and Spotsylvania County's decision shall be final.

**Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, the County reserves the right granted by Virginia Code § 2.2-4318 to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

#### H. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Spotsylvania County either before or after execution of the contract resulting from this Invitation for Bid (IFB), IFB Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Spotsylvania County unless made in writing and where Board approval is not required, by the county Administrator or his designee.

**Contract Extension:** This contract may be extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract.

#### I. Contract Documents

The contract entered into by Spotsylvania County and the Contractor shall consist of this Invitation For Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Contractor, Spotsylvania County's Standard Form Agreement, Purchase Order and any approved change orders

issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

J. Definitions:

1. Contractor:  
The successful bidder who enters into a contract with Spotsylvania County to provide the goods or services as specified herein.
2. County/Owner:  
Wherever the word "County or Owner" appears, it shall be understood to mean the Spotsylvania County Government.
3. Bidder:  
One who submits a competitively priced offer in response to an Invitation for Bids (IFB).
4. Informality:  
A minor defect of variation in a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

K. Drug-Free Workplace

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this IFB, are proper and in accordance herewith. By submitting a response to this solicitation, bidder certifies that their bid is made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any

payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### M. Examination of Records

The Contractor agrees that Spotsylvania County or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this IFB. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Contractors agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

#### N. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

#### NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

#### O. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Contractor shall require all

subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed according to the federal aid provisions.

P. Force Majeure

In any contract resulting from this IFB, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the Contractors shall provide to the County within 24 hours of Contractor's determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which Contractor has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by Contractor to obtain said materials; 4) a written statement, signed by an authorized representative of Contractor, that Contractor has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which Contractor anticipates that it will obtain said materials and; 6) the County, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by contractor.

Q. Freedom of Information

All information submitted to the County in response to this IFB will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and County Procurement Policy § 3-27, a Bidder may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder to assert a claim against the County for disclosure of trade secrets or proprietary information.

R. Governing Law

In any contract resulting from this IFB, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Spotsylvania County Procurement Policy and the laws of the Commonwealth of Virginia, including the Spotsylvania County Procurement Policy, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.



## S. Grant Funds Provision

When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

## T. Headings

Headings in the IFB and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

## U. IFB and Bid Clarification

Spotsylvania County reserves the right to request clarification of information submitted and to request additional information of one or more bidders. Each bidder shall examine the IFB and shall judge all matters relating to the adequacy and accuracy of such IFB. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the IFB shall be submitted in writing to the Spotsylvania County Procurement contact listed on the first page of this IFB. Spotsylvania County shall not be responsible for oral interpretations given by an employee, representative, agent, or others. The issuance of a written IFB Addendum issued by the Spotsylvania County Procurement Division is the only official method whereby interpretation, clarification, or additional information can be issued.

## V. Insurance

During the performance of any contract resulting from this IFB, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

- (1) Worker's Compensation Insurance in compliance with all states in which the Contractor does business, including coverage B Employer's Liability in not less than the following amounts:
  - a. i Bodily Injury by accident, \$100,000 for each accident;
  - b. ii Bodily Injury by disease, \$500,000 policy limit;
  - c. iii Bodily Injury by disease, \$100,000 for each employee;
- (2) General Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;
- (3) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicle.

The General Liability and Automobile Liability insurance policies specified herein shall name Spotsylvania County as additional insured with regard to work performed under any contract resulting

from this IFB. The Contractor shall provide Spotsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Spotsylvania County if there is any change in liability insurance.

The insurance required shall have been issued by a company rated “A” as reported in the current edition of Best’s Key Rating Guide, published by Alfred M. Best Company, Inc.

W. Interpretation

Words of any gender used in a resulting contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

X. Non-Collusion

The party submitting the foregoing IFB hereby certifies that such IFB is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said IFB price, or of that of any other bidder, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said IFB are true.

Y. Non-Discrimination

Any contract resulting from this IFB and every contract, sub-contract, or purchase order there under shall include the following provisions according to 2.2-4311 Code of Virginia:

During the performance of a contract, the Contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex or national origin 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 applicant for employment, notices setting forth non-discrimination clause.
- ii. 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.
- iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Contractor will include the provisions in the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor associated with Spotsylvania County.

## Z. Partial Invalidity

In the event any one or more of the provisions of a contract resulting from this IFB are found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the contract shall remain in full force and effect.

## AA. Release and Ownership of Information

Spotsylvania County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in Spotsylvania County's possession which Spotsylvania County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this IFB.

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of Spotsylvania County, which approval Spotsylvania County shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any bidder's IFB response, any discussion or interview with the bidder or as a result of any portion of the procurement process for the services described in this Invitation for Bid shall become the property of Spotsylvania County. Spotsylvania County may use this information for any purpose without compensation to the bidder from whom the information was received.

## BB. Rights and Responsibilities of Contractor

The Contractor shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Contractor and/or its Contractors or employees, or anyone else for who Contractor is or may be responsible. This section shall survive the termination this agreement.

The Contractor in any contract resulting from this IFB shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Spotsylvania County harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

## CC. Subcontractor and Assignments

The Contractor shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Spotsylvania County of which Spotsylvania County shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by Spotsylvania County to permit Spotsylvania County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the

subcontract to Spotsylvania County for approval. The subcontractor shall incorporate by reference all provisions and conditions of the contract resulting from this solicitation.

Spotsylvania County's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to Spotsylvania County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and Spotsylvania County.

DD. Tax Exemption

The County of Spotsylvania as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

EE. Termination

Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this IFB by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.

GG. Testing and Inspection

Spotsylvania County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications prior to award.

HH. Transportation and Packaging

By submitting their bid, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped.



**ATTACHMENT A**  
**COVID-19**  
**INFORMATION TO BIDDERS**  
**For**  
**IFB #21-05-TV**  
**MERCHANTS SQUARE RENOVATIONS**

**October 21, 2020**

Due to COVID-19, The Spotsylvania County Procurement Office located in the Marshall Center is closed to the public and open only on an appointment basis. Please note that bids will be received and opened at the Spotsylvania County Snow Library side of the building at the Marshall Center, 8800 Courthouse Road, Spotsylvania, VA 22553. In an effort to practice social distancing, bid results will be posted following the bid opening to the County's website at:

<https://www.spotsylvania.va.us/1185/Bid-Tabulations>

The Bidder has the sole responsibility to have their bid received by the Spotsylvania County Procurement Division at the address listed on the IFB and by the stated date and time as listed in the Invitation for Bid. If you hand deliver your bid, bidders need to go to the **Snow Library side of the Marshall Building** and go to the two white double doors located beside the "Procurement Division" sign and call the Procurement Office (540-507-7503). Someone from the Procurement Office will come to the door to receive your bid. **Bidders are encouraged to submit your bid early in order to ensure your bid is received on time.**

**Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, Virginia. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the Procurement Office.** If you will be using one of these services for delivery of your bid, please take this information into consideration, you may also want to let the mail carrier know the Building is locked. Bidders are advised to call the Procurement Office to confirm if your bid was received.

Late Bids shall not be considered and will be returned to bidder unopened if received by special carrier or not accepted if hand delivered by bidder. The time of receipt shall be determined by the Procurement time clock stamp.

In the event that Spotsylvania County is closed during the scheduled times for the bid opening, the bid opening will occur in the next business day that Spotsylvania County is open at the appropriate times as stated in the IFB. No exceptions will be made in this situation. Please contact the procurement officer as stated in the IFB for information pertaining to this procurement.