



**March 26, 2024**

**IFB #24-7110-290**

**INVITATION FOR BID**  
**DEPARTMENT OF BUDGET AND FINANCE**

**Jones Creek Boat Ramp Repairs**

**Section A**  
*(Submit with the bid)*



March 26, 2024  
IFB # 24-7110-290

**INVITATION FOR BID**  
**DEPARTMENT OF BUDGET AND FINANCE**

**Jones Creek Boat Ramp Repairs**

**SUMMARY SCOPE OF SERVICES:** Isle of Wight County is requesting bids from qualified construction companies to provide structural repairs for the structures at Jones Creek Boat Ramp. Work would include the full replacement of two of the timber piers decking as well as repairs to the timber bents, braces, fendering, and handrail. A small concrete patch shall also be poured over the existing concrete ramp to fill the transition between concrete ramp and timber decking. Additional work for this project will also include the installation of two new prefabricated ladders and the reinstallation of floaters to the floating dock.

**Mandatory Pre-bid Meeting:** 10:00 am, April 1, 2024 at the Jones Creek Boat Ramp, 21161 Boundary Road, Carrollton, Virginia 23114.

**Questions Due:** April 8, 2024, 3:00 pm

**Bid Due:** April 19, 2024, 3:00 pm

**Bid Opening:** April 19, 2024, 3:15 pm

**Contract Officer:** *Erin Wishall*  
Erin Wishall, Assistant Purchasing Agent, [ewishall@isleofwightus.net](mailto:ewishall@isleofwightus.net)

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish all of the services on which prices are quoted, at the price set opposite each item, to be performed as specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date : \_\_\_\_\_

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## ***INVITATION FOR BIDS***

The County of Isle of Wight, Virginia shall accept sealed bids until 3:00 pm local time, April 19, 2024. Bids received prior to the opening time specified below shall be publicly opened and read aloud at the specified opening time at the Historic Courthouse, Robert C. Claud, Sr. Board Room at the Isle of Wight County Courthouse Complex on Route 258, Isle of Wight, VA 23397.. Electronic bids will not be accepted at this time.

### ***BID DOCUMENTS:***

***Bid Documents and any addenda issued may be obtained on the Isle of Wight website under Budget and Finance:*** <http://www.co.isle-of-wight.va.us/budget-and-finance/> ***and on the State's eVA website:*** <http://eva.virginia.gov/>, or from the Purchasing office at: Isle of Wight County, Department of Budget and Finance, 17090 Monument Circle, Suite 137, Isle of Wight, Virginia, 23397

### ***QUESTIONS:***

Questions concerning this project must be in writing and addressed to [ewishall@isleofwightus.net](mailto:ewishall@isleofwightus.net) and must be received no later than 3:00 pm, April 8, 2024.

### ***BID OPENING:***

Bids shall be publicly opened and read aloud on the date that the bids are accepted. Public openings will be held at 3:15 pm (local prevailing time) or nearly thereafter as possible, Wednesday, April 19, 2024, in the Historic Courthouse, Robert C. Claud, Sr. Board Room at the Isle of Wight County Courthouse Complex on Route 258, Isle of Wight, VA 23397. **Tabulations of all opened bids will be posted on our website and eVA as soon thereafter as possible for those who choose not to attend the bid opening.**

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

### ***BID SUBMITTALS:***

Bids may be mailed or hand delivered to the Isle of Wight County Department of Budget and Finance at the address posted below. Isle of Wight County will not be responsible for any bids that are not able to be delivered, for any reason, to the County by/on the closing date and time listed. Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted. Bids will be received on or before the date and hour and at the place stipulated in the Invitation to Bid as may be modified by subsequent Addenda. Late Bids will NOT be accepted.

Department of Budget and Finance  
17090 Monument Circle, Suite 137  
Isle of Wight, Virginia 23397

The entire bid must be submitted on the designated Bid Form and Addenda Forms, with Bid Form and Addenda Forms signed by an authorized representative and delivered as a sealed hard copy. Failure to comply with this instruction may result in the bid being deemed non-responsive. Please include two (2) additional copies of the bid, along with the hard copy.

Bidders should carefully examine the specifications and fully inform themselves to all conditions and matters that could any way affect the cost thereof. Should a bidder find discrepancies in or omissions from the specifications or Invitation to Bid, or should be in doubt as to their meanings, he should notify the

Assistant Purchasing Agent, Erin Wishall, by email at: [ewishall@isleofwightus.net](mailto:ewishall@isleofwightus.net). All questions shall be directed in writing (email) to Ms. Wishall: [ewishall@isleofwightus.net](mailto:ewishall@isleofwightus.net).

The right is reserved to revise or amend these specifications prior to the date set for receipt of bids as may be required by the County. That date may be delayed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this document.

Bidder confirms that they have examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

Bidder has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

***AWARD***

Award shall be given to the lowest responsive and responsible bidder based upon *Base Bid*.

***WORK DAY***

Daily work may begin at 7:00 AM with work areas secured by 4:00 PM unless otherwise requested and approved by the County in writing. All internal roads/facility access must remain open unless prior approval from the County is obtained.

***MANDATORY PRE-BID MEETING***

The bidder is required to be familiar with the site conditions prior to submitting a bid. A mandatory pre-bid meeting is scheduled for 10:00 AM, Monday, April 1, 2024 at the Jones Creek Boat Ramp, 21161 Boundary Road, Carrollton, VA 23114. Questions from this meeting should be submitted in writing as described in the Question section of previous page.

***LIQUIDATED DAMAGES***

If said work is not completed within the time stated in the Notice to Proceed the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the amount of one hundred dollars (\$100.00) per calendar day for each and every part of a day thereafter that said work remains substantially incomplete for a location. The County reserves the right, at its sole discretion, to deduct liquidated damages from any outstanding amount due the Contractor.

## *NOTICE OF ESCROW OPTION*

**IF THIS IS A BID FOR CONSTRUCTION, AS DEFINED IN VIRGINIA CODE SECTION 2.2- 4334, IN THE AMOUNT OF \$200,000.00 OR MORE, I/WE ELECT TO UTILIZE THE ESCROWACCOUNT PROCEDURE DESCRIBED IN THE PROVISIONS OF THIS BID IF DETERMINED TO BE THE SUCCESSFUL LOW BIDDER(S).**

**CHECK A BOX:**    YES    NO

INTEREST ON RETAINAGE:

At the time the Contractor submits a bid, the Contractor shall have the option to use the escrow account procedure for utilization of County retained funds by so indicating in the space provided in the bid documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the Bid and Contract shall be executed and submitted to the County within 15 calendar days after notification of award of the bid. If the "Escrow Agreement" form is not submitted as noted herein, the Contractor shall forfeit such rights to the use of the escrow account procedure. To have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an "Escrow Agreement" form and submit same to the County for approval. The Contractor's escrow agents shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the County to make payment of retained funds to the escrow agent. After approving the agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County. When the final payment is released by voucher, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the Contractor or in the event of default.

This section shall be applicable only to contracts for \$200,000.00, or more, for the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines, and pumping stations.

This section shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

If this contract includes payment of interest on retained funds, the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay the specified penalty for each day exceeding the completion date stated in the contract. Any subcontract for such public project, which provides for similar progress payments, shall be subject to the provisions of this section.

## ***SCOPE OF WORK***

The rehabilitation of the Jones Creek Boat Ramp. Some pier members have decay or deterioration. Will need demolition and replacement of some of the piers' structural members.

The Scope of Work, specified below, is intended to outline the demolition and replacement of deficient structural members as shown in Issue for Construction Drawings:

1. North Pier
  - Timber decking
  - Timber bents
  - Timber bracing
  - Timber fendering
  - Timber structural pile jacket
  - Timber non-structural protective high density polyethylene pile wrap
  - Pre-fabricated aluminum ladder
  - Concrete transition
  
2. Intermediate Pier with Floating Dock
  - Timber bents
  - Timber bracing
  - Timber non-structural protective high density polyethylene pile wrap
  - Concrete transition
  - Floating dock repair
  
3. South Pier
  - Timber decking
  - Timber handrail
  - Timber bents
  - Timber bracing
  - Timber fendering
  - Timber non-structural protective high density polyethylene pile wrap
  - Pre-fabricated aluminum ladder
  - Concrete transition

BID FORM

TO: Isle of Wight County, Virginia  
Director of Budget and Finance  
17090 Monument Circle, Suite 137  
Post Office Box 80  
Isle of Wight, Virginia 23397

RE: Isle of Wight County, Virginia  
**Jones Creek Boat Ramp Repairs**  
**IFB 24-7110-290**

The undersigned Bidder, \_\_\_\_\_, offers and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Base Bid of \$\_\_\_\_\_.

Bidder agrees to begin the Work within ten (10) days of Notice to Proceed and that Substantial Completion shall be within one hundred twenty (120) calendar days of Notice to Proceed. In submitting this bid, Bidder represents, as more fully set forth in the Bid Documents, that:

Bidder has examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, State and local laws, ordinance, rules and regulations) and has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

The Method of Payment is invoice processing upon presentation with Terms of Net 30 days.

Not more than fifty percent (50%) of the work shall be subcontracted and the amount of any subcontractors proposed by the bidder in excess of ten percent (10%) of the bid price shall be identified on the Bid Form.

Subcontractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_



Bidders shall provide a list of at least three (3) references (1 each from the last 3 construction projects). Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Bidder accepts all terms and conditions of the Contract Documents.

I certify by my signature below that I have received the documents associated with this Bid and understand that the review for completeness of these documents and the understanding and comprehension of the specifications is solely my responsibility; based on this, by my signature below, I waive all rights to future claims against Isle of Wight County that the documents were incomplete or not understandable.

My signature below certifies that this Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Section 18.2-498.1 *et. seq.* of the Code of Virginia (1950, as amended). Furthermore, I understand that fraudulent bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and federal law and can result in fines, prison sentences, and civil damage awards.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Section 2.2-3100 *Et Seq.*, of the Code of Virginia (1950, as amended).

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid.

Virginia Contractor No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

State Corporation Commission Identification No: \_\_\_\_\_

Or

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(An Individual, Partnership, or Non-Incorporated Organization)**

Type/Print

Name \_\_\_\_\_

Title \_\_\_\_\_

Name of Organization \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

**(A Corporation)**

Corporation Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Person Authorized to Sign \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

Attest (Secretary) \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

**(A Joint Venture)**

By (Signature) \_\_\_\_\_

Type/Print Name \_\_\_\_\_

Title \_\_\_\_\_

Virginia Contractor No. \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

By (Signature) \_\_\_\_\_

Type/Print Name \_\_\_\_\_

Title \_\_\_\_\_

Virginia Contractor No. \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

(Each joint venturerm must sign. The name of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.)

*INVITATIONS AND INSTRUCTIONS*

*Rev: 1/29/24*

1. **Use of Form:** All bids shall be submitted as a sealed hard copy in accordance with this form. The County's published Conditions and Instructions shall supersede any additional writings by bidder submitted with the proposal. Such writings shall be clearly marked and noted as an exception. The County requests that the entire bid document, with the exception of attached bid specifications provided in bid document, be returned with the bidder's submission. Contractor is responsible for ensuring the bid specifications are followed as required in the bid documents.
2. **Submittals:** Bids may be mailed or hand delivered to the Isle of Wight County, Department of Budget and Finance at the address posted below. Isle of Wight County will not be responsible for any bids that are not able to be hand delivered, for any reason, to the County by/on the closing date and time listed. Late Bids will NOT be accepted.
3. **Late Bids:** Bids and amendments thereto, if submitted after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is sent before the time specified. There will be no exceptions.
4. **County Closures:** Should the County's offices be closed, or its electronic networks connectivity prevent receipt of bids at the time of the scheduled proposal closing, the Bids will be opened on the next business day of the County, at the original scheduled hour, or as soon as connectivity is restored during normal business hours. While the opening may be delayed by any such occurrence, it is NOT to be considered an extension of the due date/time.
5. **Acceptance of Bid:** Receipt of the bid by the County is not to be construed as an award.
6. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the County of the bidder to furnish all of the services described therein, shall constitute a contract between the bidder and the County, which shall bind the bidder to furnish and deliver the services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the County on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all services specified and performed.
7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.  
  
Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead in person, electronically (email) or by certified mail.
8. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website <http://www.co.isle-of-wight.va.us/budget-and-finance/> and on the Commonwealth's website, <http://eva.virginia.gov/>. It is the bidder's responsibility to check one of the websites or to contact the Purchasing division prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
9. **Governing Document:** The solicitation document maintained by Purchasing in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the County, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may because to disqualify your bid.

10. **Award**: Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The County reserves the right to refuse all bids. Determination of low bid shall be determined by the Base Bid.
11. **Brand Names**: The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision “or equal.” If qualified by the provision “or equal” the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the County’s sole judgment if a substitute product offered is an approved equal and acceptable
12. **Samples**: Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder’s risk and expense. Once a decision to award has been made, samples may be returned. Those left for more than 60 days may incur storage fees or be disposed of by the County.
13. **Negotiation**: Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within the available funds.
14. **Announcements**: Upon the award or the announcement of the decision to award a contract, the County will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the County’s web site: <http://www.co.isle-of-wight.va.us/budget-and-finance/>
15. **County’s Rights**: The County reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the County. Requirements of the bid may not be waived.
16. **Prices**: Prices shall be stated in units of quantity specified. No additional charges shall be passed to the County, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the County. In case of error in the extension of prices, the unit price shall govern.
17. **Corrections**: All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
18. **Delivery**: The time of performance of work must be as required in the specifications.
19. **Standard equipment**: Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer’s stock model shall be furnished.
20. **Silence of Specifications**: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

21. **Capacity of Bidder**: All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
22. **Rights to Damages**: By signing this bid, the bidder assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.
23. **Anti-collusion**: The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
24. **Indemnification**: The Contractor shall defend, indemnify and hold the County, and the County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the County, the County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the County due to the negligent, fraudulent or criminal acts of the contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

(Isle of Wight has no legal authority to indemnify others. Firms submitting responses agree that they will not require the County to indemnify them in any resulting contract.)

25. **Laws, Regulations**: The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
26. **Alien employment**: The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended and every contractor with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 to perform work or provide services pursuant to such contract shall comply with the provisions of Section 2.2-4308.2 "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and participation in the E-Verify program to verify information and work authorization of its hired employees performing work pursuant to such public contract and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to

comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

27. **SCC Authorization:** All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or 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, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**SCC Number or Statement:** \_\_\_\_\_

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

28. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The County shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the County may be required. The bidder shall complete whichever of the following notations as appropriate:

“Licensed Class ‘A’ Virginia Contractor Number \_\_\_\_\_.”

“Licensed Class ‘B’ Virginia Contractor Number \_\_\_\_\_.”

“Licensed Class ‘C’ Virginia Contractor Number \_\_\_\_\_.”

29. **Payment Terms:** Payment terms shall be ‘Net 30’ days, from the date of Contractor invoice approval by the County.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor’s correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor’s invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

Contractor shall submit invoices in duplicate, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The County prefers to make payment with the County’s Purchasing Card. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment?

Yes \_\_\_\_ No \_\_\_\_ (See paragraph 62 for links)

30. **Default:** In event of default by the Contractor, the County reserves the right to procure the services from other sources and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the County shall not release the contractor from additional remedies that may be allowed by law.
31. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County’s extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
32. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
33. **Faith-based Organizations:** The County of Isle of Wight does not discriminate against faith-based organizations.
34. **Anti-Discrimination:** By submitting their bids, bidders certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's

religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 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 these requirements.
2. The Contractor will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.

36. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
37. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.
38. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials and modifications of the various state or federal permits,



or for other reasons. The County shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the County due to causes within the County's control, the above waiver or release shall not apply.

39. **Governing Law:** This Agreement is made, entered into, and shall be performed in the County of Isle of Wight, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the County of Isle of Wight, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the County or written instruction/order from the Court.

40. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

41. **Termination for Convenience:** The County may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the County, at the time of termination. If the County terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the County any work completed or in process for which payment has been made.

42. **Termination for Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is delivered, whether electronic, by mail, or in person, in which to cure the default. Upon failure of Contractor to cure the default, the County may immediately cancel and terminate this Contract as of the delivery date, whether electronic, US Mail, or by hand, of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the County and provisions herein with respect to opportunity to cure default shall not be applicable.

43. **Contact Prohibition:** Direct contact with County departments other than Purchasing, on the subject of this bid, is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the County regarding this IFB. This prohibition shall also extend to the County Board of Supervisors and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

44. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.
45. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the County's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the County and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.
46. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order, or related document issued by Purchasing, the contract documents shall control.
47. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Contractor pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits.
48. **Rights and Remedies Not Waived:** In no event shall the making by the County of any payment to the Contractor, or the waiver by the County of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the County of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any right or remedies available to the County.
49. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
50. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the County.

51. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the County, correct or revise any errors or deficiencies in his performance. Neither the County's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the County, and the Contractor shall remain liable to the County for all costs which are incurred by the County as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
52. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the County, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the County, in writing.

It is understood and agreed to by both the County and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the County's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the County's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the County.

53. **Debarment Status:** By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
54. **Safety:** All Contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
55. **License Requirement:** All firms doing business in the County of Isle of Wight are required to be licensed in accordance with the County of Isle of Wight business license ordinance. Wholesale and retail merchants without a business location in the County of Isle of Wight are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office.
56. **Contractor's Form:** In cases where the County may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the County, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the County's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
57. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract or relieve the Contractor of his obligation to fill all orders placed by the County, except as clearly noted. To make determination of low bid these quantities shall be used.

58. **Bidder Qualifications**: Only bids from established contractors for work similar in scope to work herein shall be considered; the County reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The County may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- Contractor does not meet project-specific requirements, as identified in the Contract Documents.

59. **Competition Intended**: It is the County's intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Contract Officer prior to the date set for bids to close.

60. **Value Engineering**: The purchasing agent may provide for incentive contracting that offers a Contractor whose bid is accepted, the opportunity to share in any cost savings realized by the locality when the projects costs are reduced by such Contractor, without affecting project quality, during the construction of the project. The fee, if any, charged by the project engineer or architect for determining such cost savings shall be paid as a separate cost and shall not be calculated as part of any cost savings. Such provisions, including the percentage of cost sharing, shall be included in the language of the contract or may be added by change order with the agreement of both parties.

61. **Default on Taxes**: The County reserves the right to withhold payment to any contractor that is in arrears, or in default to the County on any debt or Contract, or that has defaulted as a surety, or otherwise on any obligation to the County.

62. **Faster Payments**: The County prefers to make payment with the County's Purchasing Card, or by direct deposit (EFT). If you are willing to use either of these methods for faster turnaround of payments to your firm, please register at one, or both of the following sites:

Pcards: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors)

Direct Deposit: [www.paymode.com/isleofwight](http://www.paymode.com/isleofwight)

## *INSURANCE REQUIREMENTS*

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Contractor confirms to the County that all subcontractors have provided Contractor with proof of such insurance or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
- (1) The County and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the County and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, the County's Attorney, in such Attorney's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Attorney deems acceptable.

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:
- (1) Commercial General Liability: \$1,000,000.00
- \$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).
- \$1,000,000.00 Products/Completed Operations Aggregate Limit.
- \$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit.

- (2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) **Workers' Compensation and Employer's Liability:**

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

- (A) Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of 3 years after the Contractor's work is concluded.

- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the County and its officers, employees, agents, assigns, and volunteers.

- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the County with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the County, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

- F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.
- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the County to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

*ANTICOLLUSION / DRUG FREE WORKPLACE CLAUSES*

**ANTICOLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM 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. SECTION 1), 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.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE ISLE OF WIGHT COUNTY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

**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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	Title
Fax Phone Number: (    )	
FIN/SSN#:	

Is your firm a "minority" business?  Yes  No      If yes, please indicate the "minority" classification below:  
 African American     Hispanic American     American Indian     Eskimo     Asian American     Aleut  
 Other; Please Explain: \_\_\_\_\_  
 Is your firm Woman Owned?  Yes  No                                      Is your firm a Small Business?  Yes  No



*PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA*

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

**RETURN THIS PAGE WITH COPIES OF DOCUMENTATION**

*EXCEPTION PAGE*

Provider must sign the appropriate statement below, as applicable:

- ( ) Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

- ( ) Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this bid):

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

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

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Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

## **Section B**

*(To be filled out and returned by Successful Bidder)*

AGREEMENT

THIS AGREEMENT, made and entered into this day of \_\_\_\_\_, 2024, by and between the COUNTY OF ISLE OF WIGHT, VIRGINIA, whose principal office is 17090 Monument Circle, Suite 137, Isle of Wight, Virginia 23397, hereinafter called "OWNER", party of the first part, and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR", party of the second part.

The CONTRACTOR did, on the \_\_\_\_ day of \_\_\_\_\_ 2024, submit a sealed bid to perform the services stipulated in accordance with plans and specifications prepared by the OWNER entitled \_\_\_\_\_ which by reference is made a part hereof.

It is mutually understood and agreed by the parties hereto that the Invitation to Bid (**Jones Creek Boat Ramp Repairs, IFB 24-7110-290**) inviting Contractors to bid as published, Instructions to Bidder, Schedule of Unit Prices, Bid Form, Contract Agreement, Hold Harmless Agreement, Certificate of Insurance, Scope of Services and Drawings, all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract, all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

- a. The CONTRACTOR agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made a part hereof in strict compliance with the Contract Documents and Contract Sum of \_\_\_\_\_, subject to adjustment as provided in said documents.
- b. Invoice payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.
- c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the County and the Contractor that any modifications or additions to this agreement shall be made only by the full execution of the County's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to the County's execution of its standard Contract Change Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by the County.
- d. CONTRACTOR agrees to begin the work within ten (10) days of Notice to Proceed and

that final completion shall be within one hundred twenty (120) calendar days of Notice to Proceed.

- e. The parties agree that damages due to delay in completion of the work are uncertain and not readily capable of ascertainment. Accordingly, if the CONTRACTOR shall fail to complete the work or any part thereof within the time stipulated, or an applicable extension thereof, the CONTRACTOR shall pay to the OWNER as fixed and agreed, liquidated damages for each calendar day of delay until the delayed work is corrected or accepted, an amount of \$100 per day. The parties agree that this sum is proportionate to the probable loss and is not a penalty.
  - (a) The CONTRACTOR expressly waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

OWNER: County of Isle of Wight, Virginia

By: \_\_\_\_\_  
County Administrator

CONTRACTOR:

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Robert W. Jones, Isle of Wight County Attorney

PERFORMANCE BOND  
(CONTRACT DOCUMENT TO BE COMPLETED AT TIME OF AWARD)

Bond No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor and \_\_\_\_\_ a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto Isle of Wight County, Virginia as Owner, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated \_\_\_\_\_, 2024, for roof replacement as described in the bid titled **Jones Creek Boat Ramp Repairs IFB # 24-7110-290**

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising there under, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed there under, or payment there under before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred

payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

**SURETY**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

**APPROVED AS TO FORM: \_\_\_\_\_, 2024**

\_\_\_\_\_  
**Robert W. Jones, County Attorney**

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

PAYMENT BOND  
(CONTRACT DOCUMENT TO BE COMPLETED AT TIME OF AWARD)

Bond No. \_\_\_\_\_  
Amount: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the Contractor and \_\_\_\_\_, a Corporation duly organized and existing under and by virtue of the laws of the State \_\_\_\_\_, Virginia as the Surety, are held and firmly bound unto Isle of Wight County, Virginia as Owner, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated \_\_\_\_\_, 2024, for roof replacement as described in the bid titled **Jones Creek Boat Ramp Repairs IFB # 24-7110-290**.

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in connection with the construction of the Work, and all insurance premiums on the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed there under, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.



**CONTRACTOR**

By: \_\_\_\_\_ (Seal)

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

**SURETY**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Attest

**APPROVED AS TO FORM: \_\_\_\_\_, 2024**

\_\_\_\_\_  
**Robert W. Jones, County Attorney**

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

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## **Section C**

*(Technical Specifications)*

**See Bid Attachments**

