



INVITATION TO BID

Hanover County, Virginia Finance and Management Services Purchasing Division

Invitation No. 12-022702-2225TP

Due prior to 2:00 PM, Local Prevailing Time, February 27, 2012

Title: **HISTORIC COURTHOUSE SIDEWALK REPLACEMENT**
PROJECT NO. EN08-042-109,C503
FEDERAL PROJECT NO. TEA – 5A27 (116)
UPC NO. 97377

Date: February 2, 2012

Sealed bids, subject to the specifications and conditions contained herein, will be received in the Hanover County Purchasing Division on the date and prior to the time stated above. The time a bid is received shall be determined by the time stamped by the time clock in the Purchasing Division. Bidders are responsible for ensuring that Purchasing Office personnel stamp their bids by the deadline indicated. In the event this time clock is not functioning, the time shall be determined by time displayed on the landline telephone near the time clock. The time on the telephone will be written on the bid by hand, by County staff in the Purchasing Division. Should the County be officially closed at the time the bid is due or pre-bid conference is scheduled, the bid due date or pre-bid conference date shall automatically be changed to the same time on the next day the County is officially open at that time. Bids will be publicly opened and read for the sidewalk improvements and construction located at Hanover County Historic Courthouse, Hanover, Virginia.

PRE-BID CONFERENCE

A pre-bid conference to discuss the provisions of this solicitation will be held on February 16, 2012 at 1:00pm, located at Hanover County Park and Recreation Department, 13017 Taylor Complex Road, Ashland, Virginia 23005. Attendance is encouraged.

QUESTIONS ABOUT THIS SOLICITATION

Any questions about this solicitation should be directed to Trena A. Ponton, CPPB, Purchasing Officer Senior, by telephone: (804) 365-6283; by facsimile: (804) 365-6100; or by email: taponton@co.hanover.va.us, and to be assured consideration, must be received prior to 4:30 pm, February 17, 2012. Any changes to the requirements of the bid documents shall be made only by written addendum issued by the Hanover County Purchasing Division. Bidders shall ascertain prior to submitting a bid that all addenda have been received, and shall acknowledge receipt and inclusion of all Addenda in the bid submission.

SUBMISSION OF BIDS

Bids must be submitted on the enclosed BID FORM or a copy thereof. The bidder must complete all blanks or note as not applicable. A person authorized to bind the company in contractual matters must sign the BID FORM. Failure to comply with these requirements shall be cause for rejection of bid. Any bid received after the announced time and date of opening, whether by mail or otherwise, will not be considered. Submission of bids electronically or by facsimile will not be accepted.

Bids must be submitted prior to the time, and on the date stated above to:

BY MAIL:

County of Hanover
Purchasing Division
P.O. Box 470
Hanover, Virginia 23069-0470

OR

BY EXPRESS MAIL:

County of Hanover
Purchasing Division
7496 County Complex Road
Hanover, Virginia 23069

GENERAL INFORMATION

The intent of this solicitation is for providing all labor, materials, equipment, machinery, apparatus, and transportation necessary for the completion of sidewalk improvements and construction located at Hanover County Historic Courthouse, 7496 County Complex Road, Hanover, VA 23069.

SCOPE OF SERVICES

The SCOPE OF SERVICES is described in **APPENDIX D – TECHNICAL SPECIFICATIONS**. Technical Specifications include Federal and VDOT requirements and forms associated with this project.

REFERENCES

The Contractor shall provide references from at least three companies, preferably municipalities, for which similar work has been performed. References shall be indicated on the BID FORM.

CONTRACT DOCUMENTS

The Contractor shall be required to execute the contract included in **APPENDIX A** or one with substantially similar terms. The Bidder to whom the contract is awarded shall be required to execute the contract and furnish any required Certificate of Insurance, bonds and other required documents within 15 days after receipt of notification that the contract is ready for signature. Otherwise, the County may award the Bid to the next lowest responsive and responsible Bidder and keep the Bidders security deposit, if any.

INSURANCE REQUIREMENTS

The Contractor shall be required to provide insurance with the minimum requirements set forth in **APPENDIX B**.

WARRANTY OF WORK

Warranty requirements are set forth in **APPENDIX C**, sub-paragraph 42.

BID EVALUATION AND AWARD

Bids will be evaluated based on the **LUMP SUM TOTAL** stated on the BID FORM. Any CONTRACT resulting from this Invitation to Bid shall not be exclusive to the successful Contractor. The County reserves the right to contract with firms not party to this CONTRACT for similar goods/services if it determines this to be in its best interest.

GENERAL TERMS AND CONDITIONS

By submitting a response to this solicitation, the bidder is subject to the Additional General Terms, Conditions and Instructions to Bidders included in **APPENDIX C**.

ISSUED BY: Trena A. Ponton, CPPB
Purchasing Officer Senior
Finance and Management Services Department
Purchasing Division
Hanover County, Virginia
7496 County Complex Road
P O Box 470
Hanover, Virginia 23069-0470
Telephone: (804) 365-6283 / Facsimile: (804) 365-6100
Email: taponton@co.hanover.va.us
Website: www.co.hanover.va.us

BID FORM

**HISTORIC COURTHOUSE SIDEWALK REPLACEMENT
HANOVER COUNTY, VIRGINIA
INVITATION TO BID NO. 12-022702-2225TP
DUE PRIOR TO 2:00PM, FEBRUARY 27, 2011**

SUBMIT ALL PAGES OF THE BID FORM AS YOUR BID RESPONSE ALONG WITH ALL OTHER APPLICABLE DOCUMENTATION REQUIRED. ALL BIDS MUST BE IN UNITED STATES DOLLARS

The Bidder proposes and agrees, if this bid is accepted within 60 days after the bid opening date, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the bid requirements on the BID FORM or by an attachment to the BID FORM.

PLEASE PLACE YOUR BID PRICES AS INDICATED BELOW:

A. Bid pricing for Historic Courthouse Sidewalk Project

My bid to furnish all labor, materials, equipment, machinery, apparatus, and transportation necessary to complete the work described in this Bid Invitation is as follows:

LUMP SUM TOTAL:

_____ In Writing
_____ In Figures

B Bidders / Contractor shall be responsible for compliance with the special requirements associated with this project. The following Attachments identify special forms and requirements that MUST be completed and submitted within the expressed timeframe as indicated by each documents.

Federal, VDOT (Virginia Department of Transportation) Civil Rights Forms:

- C-28, Basic Hourly Rates Paid By Contractor
- C-48, Subcontractor Supplier Solicitation and Utilization
- C-49, DBE Good Faith Efforts Documentation
- C-56, Statement of Compliance
- C-57, Highway Construction Contractors Monthly EEO Report
- C-58, Poster Notice on Title 18 U.S. Code, Section 1020
- C-59, Poster Wage Rate Information
- C-63, DBE and SWAM Payment Compliance Report
- C-64, Contractor Subcontractor Equal Employment Opportunity Information Request
- C-65, Trainee Enrollment Form On-The-Job Training
- C-67, Weekly Trainee Report
- C-78, Acknowledgement of Revision
- C-104, Civil Right Form / Bidder Statement Federally Funded Projects
- C-105, Virginia Department of Transportation Affidavit / Bidder Certification Federally Funded Projects
- C-111, Virginia Department of Transportation Minimum DBE Requirements
- C-112, Certification of Binding Agreement with Disadvantage Enterprise Firms

C. **REFERENCES**

a. Firm/Municipality: _____
Address: _____

Contact Person: _____
Telephone No.: _____ Fax No.: _____
Dates of Service: _____

b. Firm/Municipality: _____
Address: _____

Contact Person: _____
Telephone No.: _____ Fax No.: _____
Dates of Service: _____

c. Firm/Municipality: _____
Address: _____

Contact Person: _____
Telephone No.: _____ Fax No.: _____
Dates of Service: _____

The County requires that a minimum of 30 days after receipt of an approved invoice by the County shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

PROMPT PAYMENT TERMS: _____
(PLEASE NOTE: COD TERMS ARE NOT ACCEPTABLE)

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with Hanover County.

I certify that I am a Registered Contractor in compliance with the Virginia Contractor's Registration Law, Title 54.1, Chapter 11, Code of Virginia.

Licensed Class _____ Virginia Contractor No. _____
Valid until _____ (Date). Classifications: _____

I certify that the firm signing this bid and registered under that name is legally qualified, as determined by the Commonwealth of Virginia, Department of Professional and Occupational Regulation, Virginia Board for Contractors, in granting the registration, to perform the scope of work included in this bid.

The bidder hereby certifies that he will comply with all provisions of the Virginia Public Procurement Act and with the laws and regulations of Hanover County.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

The undersigned agrees to bear full cost of maintaining the work until final acceptance of the work is approved as provided by the Contract.

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations. Indicate by placing a check here if a Faith-Based Organization as described in VA Code § 2.2-4343.1B.

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 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, to be revoked or cancelled at any time during the term of the contract. (See full text in General Terms and Conditions)

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

Virginia State Corporation Commission Number: _____

OR

Check here if authorization is not required, and explanation is included.

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 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.

Please indicate the type of business:

Individual Trading Under Trade Name (List Individual and Trade Name in "Full Legal Name of Bidder" below)
 Individual Trading in Own Name Partnership Corporation

Full Legal Name of Bidder: _____

Mailing Address: _____

Remittance Address (if different): _____

Signature: _____ (Person signing must be authorized to bind the bidder in contractual matters)

Printed or Typed Name: _____ Date: _____

Title: _____ Email Address: _____

Phone: () _____ Fax: () _____

CONTACT INFORMATION (if different from above)

Printed or Typed Name: _____ Title: _____

Mailing Address: _____

Email Address: _____

Phone: () _____ Fax: () _____

APPENDIX A
SAMPLE CONTRACT

**HISTORIC COURTHOUSE SIDEWALK REPLACEMENT
HANOVER COUNTY, VIRGINIA
INVITATION TO BID NO. 12-022702-2225TP**

CONTRACT

THIS CONTRACT is entered into _____, 2012, 2011, by HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia, (the County), and _____, (the Contractor) located at _____, PH: _____.

The parties agree that in consideration of the attached Fee Schedule, the Contractor will perform all services and deliver all goods in accordance with the requirements described in solicitation number 12-022702-2225TP, dated February 2, 2012.

Contract documents, in addition to this CONTRACT and Hanover County solicitation number 12-022702-2225TP, Addendum No __, dated _____, 2012 and the solicitation response of the Contractor, dated _____, 2012.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

The County agrees to make payment to the Contractor for goods and services provided within 30 days after receipt of an approved invoice.

The signatures of the parties or their authorized representatives are set out below in acknowledgment of this agreement.

HANOVER COUNTY

Date

By: _____(SEAL)
Kathleen T. Seay, CPA, CISA
Director of Finance and Management Services Department

NAME OF BUSINESS

Type of Business (Corporation, Partnership,
Sole Proprietor)

State of Organization/Incorporation

Date

By: _____(SEAL)
Signature

Typed or Printed Name

Title

APPENDIX - B

INSURANCE REQUIREMENTS

The following sections contain the general requirements of Hanover County, Virginia, ("County" or "OWNER"), related to insurance coverage for those contracting with the County. The CONTRACTOR (and its subcontractors, if required herein) shall provide at least the insurance coverage and amounts specified in the "Insurance Checklist" found at the end of these requirements, plus any additional coverages and greater amounts as may be required by law or required elsewhere in this solicitation.

1.0 General Insurance Requirements

- 1.1 The CONTRACTOR shall not commence Work until the CONTRACTOR has obtained, at the CONTRACTOR's own expense, all of the insurance required hereunder and such insurance has been approved by the County; nor shall the CONTRACTOR allow any Subcontractor to commence Work on any subcontract until all insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Approval of insurance required of the CONTRACTOR will be granted only after submission to the County of original certificates of insurance signed by authorized representatives of the insurers or, at the County's request, certified copies of the required insurance policies.
- 1.2 All insurance required hereunder shall be in force throughout the term of the Contract, and for five years after Final Payment for the Work by the County with respect to products and completed operations liability. Original certificates of insurance signed and submitted by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies, evidencing that all required insurance is in effect, shall be maintained with the County throughout the term of the Contract, and for five years after Final Payment for the Work by the County with respect to products and completed operations liability.
- 1.3 The CONTRACTOR shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation and employers liability insurance, and umbrella excess or excess liability insurance to the same extent required of the CONTRACTOR unless any such requirement is expressly waived or amended by the County in writing. Immediately upon request, the CONTRACTOR shall have Subcontractors' original certificates of insurance signed and submitted to the County by authorized representatives of the insurers.
- 1.4 All insurance policies required hereunder should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the County Purchasing Division. The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" should be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the CONTRACTOR or the CONTRACTOR's Surety from any liability or obligation imposed upon either or both of them by the provisions of the Contract.
- 1.6 If the CONTRACTOR does not meet the insurance requirements in this solicitation, the CONTRACTOR shall forward a written request to the County for a waiver of the insurance requirement(s) not met (accompanied by a statement from the CONTRACTOR'S insurance agent, broker, or insurer, stating the specific requirements not met), or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the County denies the request, the CONTRACTOR must comply with the insurance requirements in the solicitation, or the County may award a contract to the next lowest responsive and responsible bidder whose insurance is acceptable to the County.
- 1.7 All required insurance coverages must be underwritten by insurers legally allowed to do business in the Commonwealth of Virginia and acceptable to the OWNER. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless OWNER grants specific approval for an exception.

- 1.8 Any deductibles or retentions in excess of \$5,000 shall be disclosed on the original Certificate of Insurance or by attachment thereto, and are subject to County's approval. Any deductible or retention amounts elected by the CONTRACTOR or imposed by the CONTRACTOR's insurer(s) shall be the sole responsibility of the CONTRACTOR.
- 1.9 If the County is damaged by the failure or neglect of the CONTRACTOR to purchase and maintain insurance as described and required herein, without so notifying the County, then the CONTRACTOR shall bear all reasonable costs properly attributable thereto.
- 1.10 The following definition of the term "County" applies to all policies issued under the resultant contract: "The County Board of Supervisors of Hanover County, Virginia, and its elected and appointed officials, officers, consultants, agents and employees, the Hanover County School Board, if applicable under the resultant contract, and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Supervisors of Hanover County, Virginia, Hanover County School Board, or one in which controlling interest is vested in Hanover County; and Hanover County Constitutional Officers."
- 1.11 Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the CONTRACTOR, and the CONTRACTOR shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at the time of termination.

2.0 CONTRACTOR's Liability Insurance

- 2.1 The CONTRACTOR shall purchase and maintain the following insurance coverages and limits.
 - 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.
 - 2.1.2 Business auto liability insurance or its equivalent*

* If the CONTRACTOR is subject to Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration and Interstate Commerce Commission in connection with the Work to be performed under the Contract, the CONTRACTOR will obtain the MCS 90 endorsement to its automobile liability coverage.
 - 2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent.
 - 2.1.4 Umbrella excess liability or excess liability insurance or its equivalent including coverage for Commercial General Liability, Business Auto Liability; and Employers Liability.
 - 2.1.5 The County (using the definition of County in 1.10 above) shall be named as additional insured on the CONTRACTOR's commercial general liability insurance and umbrella excess or excess liability insurance policies. This insurance shall be primary to any other insurance or self-insurance available to the County.
- 2.2 If any liability insurance purchased by the CONTRACTOR has been issued on a "claims made" basis, the CONTRACTOR shall comply with the following additional conditions:
 - 2.2.1 The CONTRACTOR shall agree to have original certificates of insurance signed and provided by authorized representatives of the insurers provided to the County for a period of five years after Final Payment for the Work by the County. Such certificates shall evidence a retroactive date no later than the beginning of the Work under the Contract; or

2.2.2 The CONTRACTOR shall purchase an extended (minimum five years) reporting period endorsement for each such "claims made" policy in force as of the date of Final Payment for the Work by the County and original certificates of insurance signed and provided by authorized representatives of the insurers shall be provided to evidence the purchase of this extended reporting period endorsement. Such certificate shall evidence a retroactive date no later than the beginning of the Work under the Contract.

INSURANCE CHECKLIST

Items marked with an "X" are required.

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation* &	Statutory limits of the Commonwealth of Virginia
<input checked="" type="checkbox"/> 2. Employers' Liability*	\$500,000 accident, \$500,000 disease
*If required by statute	\$500,000 policy limit disease
<input type="checkbox"/> 3. USL&H Endorsement	Statutory
<input checked="" type="checkbox"/> 4. General Liability	\$ <u>1,000,000</u> Combined single limit for BI & PD each occurrence
<input checked="" type="checkbox"/> 5. General aggregate limit	\$ <u>2,000,000</u>
<input type="checkbox"/> Applies per project	
<input type="checkbox"/> Applies per location	
<input checked="" type="checkbox"/> 6. Products and Completed Operations	\$ <u>2,000,000</u> aggregate
<input checked="" type="checkbox"/> 7. Personal Injury Liability	\$ <u>1,000,000</u> each offense and aggregate
<input type="checkbox"/> 8. Remove any XCU restrictions	
<input type="checkbox"/> Explosion	
<input type="checkbox"/> Collapse	
<input type="checkbox"/> Underground	
<input checked="" type="checkbox"/> 9. Business Auto Liability	\$ <u>1,000,000</u> BI & PD, each accident
<input checked="" type="checkbox"/> 10. Owned, Hired & Non-owned	
<input checked="" type="checkbox"/> 11. Motor Carrier Act End. (only if required by law)	
<input checked="" type="checkbox"/> 12. Umbrella Liability	\$ <u>1,000,000</u> per occurrence
<input checked="" type="checkbox"/> 13. The Certificate holder shall be Hanover County, Virginia, Attn: Purchasing Division, P. O. Box 470, Hanover, Virginia 23069-0470, unless stated otherwise in the solicitation.	
<input type="checkbox"/> 14. Other insurance indicated below.	

APPENDIX C

ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. APPLICABILITY

These ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or Offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the ("Request"), to which they are attached. Use of the term "bid" or "bidder" in these General Terms, Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. In the event there is a conflict between any of these Additional Terms, Conditions and Instructions to Bidders and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

2. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the COUNTY.

3. EXAMINATION OF BID DOCUMENTS

3.1 Bidders shall thoroughly examine the bid documents. The Bidders failure or omission to examine any document shall not relieve the Bidder from any obligations with respect to its bid or to the resultant contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

3.2 If a Bidder knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bid Documents, the Bidder has an obligation to seek clarification, interpretation or instructions from the Director of Purchasing prior to submitting a bid. Any and all such clarifications, interpretations or supplemental instructions will be in the form of written addendum to the Request which, if issued, will be sent to prospective Bidders prior to the date fixed for the opening of bids. The County will not be responsible for any clarifications, interpretations or instructions except those made by written addendum. Should the Bidder fail to seek such a clarification prior to submission of a bid, the Bidder thereby waives, and agrees to indemnify and hold the County harmless from any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Bidder knew or should have known existed at the time the bid was submitted.

3.3 Failure of a Bidder to receive any addendum shall not relieve the Bidder from the requirements of the bid, including all addenda issued. All addenda so issued shall become part of the bid documents. Each Bidder shall be responsible for determining prior to submitting a bid that all addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda in the bid.

4. SIGNED BID CONSIDERED AN OFFER

A signed bid shall be considered an offer on the part of the Bidder and shall be deemed accepted upon award by the County, unless withdrawn under the provisions herein. Should any Bidder receiving an award default or fail to deliver the products or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after oral or written notice to the Bidder, may procure the products and/or services from other sources and hold the defaulting Bidder liable for any resulting additional cost.

5. FAILURE TO BID

If not bidding, complete and return the signature page of the Request or a letter stating the reason for not bidding. Failure to respond may result in removal from the bidders list for the commodity(s) being bid.

6. REJECTION AND AWARD OF BIDS

6.1 The County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities and to request rebids. Bids having exceptions to the specifications and/or terms and conditions included in the request may be considered, but preference may be given to bids with no exceptions taken. Modifications of or additions to any portion of a bid, which affects quality, quantity, price or delivery, shall be cause to reject the bid as non-responsive. Modifications which do not affect quality, quantity, price or delivery will be dealt with by the County on a case by case basis and the County, in its sole discretion, may reject such bids as non-responsive, waive the modifications as an informality or require the bidder to withdraw the non-responsive language as a condition of being a responsive bidder. The County reserves the right to award the contract for any or all items bid on a lump sum basis, individual item basis or such combination as shall best serve its interests, including award to multiple contractors, unless otherwise specified by the County. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside the Purchasing Division for a period of at least 10 calendar days.

6.2 To comply with Chapter 12 (12.6.4) of the LAP manual, the County will follow CFR § 635.113 regarding negotiations:

6.2.1 "Negotiation with the Contractors, during the period following the opening of bids and before the award of the contract shall not be permitted." If the apparent lowest responsive and responsible bid exceeds available funds, the County reserves the right to reject all bids. The County reserves the right to increase or decrease quantities at the quoted unit price.

7. **BID BOND**

When specifically required in the Request, each bid, if the total bid price, including any add alternates and excluding any deduct alternates, exceeds \$50,000, shall be accompanied by a Bid Bond or Certified Check or Cashier's check payable to Hanover County, Virginia, in an amount equal to five percent of the total bid price including any add alternates and excluding any deduct alternates, unless otherwise specified. All Sureties must be licensed to transact business in the Commonwealth of Virginia and be acceptable to the County. Documents evidencing current authority of attorney-in-fact of surety must be attached to the bonds. In the event of default by the bidder, the deposit may be forfeited as liquidated damages to the County.

8. **PREPARATION, SUBMISSION AND RECEIPT OF BIDS**

- 8.1 Bids must be submitted to the address stated in the Request. Bids shall be submitted in the prescribed format and on the forms furnished, if any, or copies thereof, and shall be signed in ink. Original signatures are required on bids unless facsimile/electronic submission is allowed. Bids shall be enclosed in an envelope, and shall be sealed and clearly labeled with the bid number and project name so as to indicate the work covered by the Request so as to guard against opening prior to the time set therefor. Bidders shall designate on the exterior of the outermost envelope the bid number and date and time of opening of the bid. Erasures or other changes must be explained and initialed by the Bidder. Bids containing any conditions, omissions, failure to bid all items, unexplained erasures or alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the County as being non-responsive.
- 8.2 Each bid must give the full legal name and business address of the Bidder. Bids must be signed by a person authorized to bind the bidder in contractual matters. The name and title of the person signing the bid shall also be typed or printed as indicated on the bid form.
- 8.3 Bids must be received prior to the date and time of opening specified in the Request. Late bids will not be considered. Facsimile or other electronic transmission of bids will not be considered unless otherwise specified in the Request.
- 8.4 No County official or employee shall be responsible for the improper opening of a bid which is not properly identified on the envelope, or for any bid improperly submitted, as specified in the Request. Bids for separate Requests shall not be combined on the same form or submitted in the same envelope. Any such bids may be rejected as nonresponsive.
- 8.5 Each BID FORM shall include specific acknowledgment of receipt of all addenda issued during the bidding process. Failure to acknowledge addenda may result in the bid being rejected as non-responsive.

9. **SPECIFICATIONS**

- 9.1 If goods/services bid are in substantial compliance with the bid requirements, the County, in its sole discretion, may waive informalities and award a contract if non-compliance will not affect the price, quality, quantity or delivery schedule of the goods, services or construction being procured.
- 9.2 The Bidder shall indicate in the Request any exceptions from the bid specifications and terms and conditions. If exceptions are not stated, it will be assumed that the goods and/or services fully comply with the bid specifications and terms and conditions and the Bidder will be required to deliver the product or service meeting the bid specifications under the terms and conditions specified.
- 9.3 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unused), unless otherwise specified. The items bid shall be the latest model, of the best quality, and highest grade workmanship.
- 9.4 Any ancillary items or parts of any equipment listed in the Request which are not fully described in the specification and which are necessary for the completion and use of the items or equipment and its appurtenances shall be considered a part of such equipment although not directly specified in the Request.

10. **SUBSTITUTION OF MATERIALS OR SERVICES**

- 10.1 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, with the addition of such expressions as "no substitutes," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of the County and no other brand shall be considered.
- 10.2 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, without the addition of such expressions as "no substitutes," it is understood that equal-quality equipment or products of either a manufacturer named or of a manufacturer not named, which meet the requirements of the Specifications, is intended, subject to the approval of the County as to the equality thereof, and it is distinctly understood: (1) that the County is to use its own judgment in determining whether or not any item of equipment or material proposed is equal in quality to that specified; (2) that the decision of the County on all such questions of equality shall be final; and (3) that, in the event of any adverse decision by the County, no claim of any sort shall be made or allowed against the County.
- 10.3 If bidding a brand other than that specified, it is the bidders responsibility to substantiate that the goods and/or services meet the specifications. To ensure that sufficient information is available, the Bidder shall furnish (and should submit as part of his bid) descriptive material (e.g., catalog cuts, drawings, specifications, etc.) necessary to substantiate that the products or services offered meet the requirements of the bid.

11. PRICING AND QUANTITIES

- 11.1 By submitting a bid, the Bidder warrants that the prices bid will be firm for acceptance for a period of 60 days from the date of the bid opening unless otherwise stated by the County.
- 11.2 Unless otherwise specified by the County, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award. Prices should be stated in the units of quantity specified in the BID FORM. In the case of an error in extension of prices in the bid, the unit prices shall govern.
- 11.3 When a bid is sought seeking a source of supply for a requirements contract for goods or services, the quantities or usage shown are estimates only. No guarantee is given or implied by the County as to the total amount that may or may not be purchased from any resulting contract. These quantities are for bidders information only but may be used for bid evaluation.

12. MODIFICATION OF BIDS

Bidders may modify their bids prior to the date and time specified for the bid opening. Telegraphic or facsimile modification of bids shall not be accepted unless the Request allowed such submission. Any modification must be so worded by the Bidder so as not to reveal the original amount of the bid.

13. WITHDRAWAL OF BID DUE TO ERROR (CONSTRUCTION)

- 13.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time for the bid opening.
- 13.2 The attention of all Bidders is directed to the Code of Virginia, Section 2.2-4330A(i) for the procedure to be followed on the withdrawal of bids due to error.
- 13.3 No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- 13.4 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 13.5 No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- 13.6 If the Director of Purchasing denies the withdrawal of a bid under the provisions of this section, the Bidder shall be notified in writing stating the reasons for the decision and award of the contract shall be made to the Bidder at the bid price, provided the Bidder is a responsible and responsive bidder.

14. WITHDRAWAL OF BID DUE TO ERROR (OTHER THAN CONSTRUCTION)

- 14.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time set for the bid opening. If the Director of Purchasing denies the withdrawal of a bid, the Bidder shall be notified in writing stating the reasons for the decision. Award of the contract shall be made to the Bidder at the bid price, provided the Bidder is a responsible and responsive bidder
- 14.2 Bidders may request withdrawal of their bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein. The bidder shall give written notice to the Director of Purchasing of a claim to withdraw the bid prior to the award of the contract or issuance of the purchase order. The cause and nature of the mistake shall be stated in the claim to withdraw.
- 14.3 A minor defect or variation, ("an informality not affecting price, quantity, quality, delivery or contractual conditions"), in a bid or proposal that does not prejudice other bidders may, at the discretion of the Director of Purchasing, be waived or the bidder required to correct the informality.
- 14.4 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 14.5 No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

15. SUBMISSION OF POST-BID INFORMATION

Bidders being considered for award of a contract may be required to file a Contractor's Qualification Statement (AIA Document A305) and/or provide other such additional information as the County may request to assist it in determining the Contractor's qualifications to satisfy its obligations under the Request. Bidders requested to file such a statement or provide such additional information shall be given 48 hours to get the completed statement, or provide the requested information, to the County. The County shall determine whether such information permits the bidder to be considered as a responsible bidder in accordance with Section 2.2-4301 of the Code of Virginia. Factors which may be considered in arriving at this determination may include the financial stability and solvency of the Bidder; experience in completing work of a nature and scope similar to the work being bid; performance and/or workmanship on previous contracts; ability to provide quality and timely maintenance, service or parts; and life cycle cost of a product or service.

16. **CONTRACTOR REGISTRATION/COUNTY LICENSURE**

If required in order to perform the work in this Request, the Bidder certifies that the Bidder has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Hanover County Commissioner of Revenue Office.

17. **FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH**

- 17.1 In accordance with Virginia Code § 2.2-4311.2, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- 17.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal 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 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.
- 17.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Hanover County Administrator.
- 17.4 Any business entity enters into a contract with a public body 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, to be revoked or cancelled at any time during the term of the contract.
- 17.5 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.

18. **SAMPLES**

Evidence in the form of samples may be requested if the brand bid is other than that specified. When requested, samples must be furnished free of cost to the County, within seven days of written request, and will, if not used or destroyed in testing and upon request, be returned at the Bidders expense within 30 days of bid award.

19. **SUBMISSION OF PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Bidders shall submit, in a separate section of the bid, any information considered by the Bidder to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Bidders may not declare the entire bid proprietary nor may they declare pricing to be proprietary.** References may be made within the body of the bid to proprietary information; however all information contained within the body of the bid not in the separate section labeled proprietary shall be public information.

20. **TERMINATION FOR CONVENIENCE**

Unless otherwise stated, any resultant contract may be terminated by the County, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. If funds are not appropriated for this contract for any County fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

21. **LICENSES, PERMITS AND FEES**

- 21.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work which are legally required prior to and during the work, unless otherwise specified by the County in the Request.
- 21.2 Included in the permits required in the paragraph immediately above, the Contractor shall apply for and be issued a local permit for any land disturbing activity, and shall provide a "responsible land disturber" for the project, as required by Hanover County ordinance.

22. **COPYRIGHTS OR PATENT RIGHTS**

By submitting a bid, the Bidder certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of the Request. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save the County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

23. **DELIVERY**

Time is of the essence for any orders placed as a result of this Request. The County reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the Request. All items shall be delivered F.O.B. destination, and delivery included in the bid price. Failure to do so may be cause for rejection of bid. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

24. **TAXES**

The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

25. **ACCEPTANCE OF MATERIAL**

The goods/services delivered under this bid shall remain the property of the seller until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return products to seller at the seller's expense.

26. **CHANGE ORDERS**

Any changes to an existing contract or purchase order must be approved in advance through issuance of a written change order by the Purchasing Division. The County will not assume responsibility for the cost of any changes made without issuance of a written change order.

27. **PAYMENT TERMS**

A minimum of 30 days after receipt of an approved invoice by the County shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

28. **CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY**

The Contractor shall be responsible for damages to property caused by work performed under the CONTRACT or Purchase Order. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged either directly or indirectly by its actions.

29. **PERFORMANCE AND PAYMENT BONDS**

29.1 **The County may require a Performance and Payment Bond regardless of the contract amount by specifically stating so in the Request. In addition, when specifically stated in the Request that a Performance and Payment Bond is required, and the contract amount exceeds \$50,000, the successful bidder shall furnish a Performance Bond and a Payment Bond, AIA Document No. A312. Bonds must be furnished prior to the performance of any work under the CONTRACT.**

29.2 Bonds shall comply with the Code of Virginia and each shall be in an amount equal to 100 percent of the contract amount, unless otherwise specified in the bid documents. The Surety shall be a company authorized to transact business in the Commonwealth of Virginia. Documents evidencing current authority of attorney-in-fact of surety shall be attached to the bonds.

29.3 The following modification is required to the AIA Document A312 and the principal and surety should both sign the modified page to evidence agreement with the modification.

29.3.1 Check or 'X' the box next to "See Page 6" on the informational page of the A312 Payment Bond (page 4 of the Performance and Payment Bond set).

29.3.2 Insert the following language under "Modifications To This Bond Are As Follows" (page 6 of the Performance and Payment Bond set)"

• Paragraph 6 is replaced with the following:

"When the Claimant has satisfied the conditions of Section 4 and provided the Surety with a sworn statement and documentation in full support of its claim, then the Surety shall promptly and at Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the sworn statement and documentation in full support of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts."

30. OWNERSHIP OF DOCUMENTS

- 30.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- 30.2 Any art work provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, etc. produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, etc. shall be cause for withholding any payment due.

31. COMPLIANCE WITH ALL REQUIREMENTS

- 31.1 The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the performance of the work.
- 31.2 The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

32. LEGAL PROCEEDINGS

Any legal proceedings arising out of or related to this Request shall be filed by the parties in the Hanover County General District Court or the Hanover County Circuit Court.

33. NON-DISCRIMINATION AND DRUG-FREE WORKPLACE

If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:

- 33.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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 non-discrimination clause.
- 33.2 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.
- 33.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 33.4 The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- 33.5 Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

34. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Administrator, Hanover County Government Building, 7516 County Complex Road, Hanover, Virginia 23069 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act and any other applicable requirements. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

35. PAYMENTS TO CONTRACTORS

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

- 35.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under the resultant Contract, the Contractor agrees to the following:
- 35.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to the resultant Contract, either:
 - 35.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
 - 35.1.1.2 Notify the County and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, Virginia 23069-0470.
 - 35.1.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.
 - 35.1.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
 - 35.1.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
 - 35.1.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
 - 35.1.6 If awarded a contract pursuant to this Request, the Contractor shall provide the County (i) its social security number if an individual, or (ii) its federal employer identification number if a proprietorship, partnership or corporation.

36. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

37. ETHICS IN PUBLIC CONTRACTING

- 37.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Deputy Purchasing Director upon request.
- 37.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

38. NOTIFICATION

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to the County of Hanover, Deputy County Administrator, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

39. EXTENSION OF CONTRACT TERM

The County Purchasing Division, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

40. AUDIT

- 40.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.
- 40.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.

40.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

41. FINANCIAL STATEMENTS

41.1 Any entity responding to this solicitation, and the vendor or contractor chosen as a result of this solicitation, by submission of a response to this solicitation, agrees to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is complete and is the most recent audited financial statement(s) available.

41.2 The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s).

41.3 The vendor or contractor chosen as a result of this solicitation shall require this same provision to be included in the contracts of all subcontractors and any other entities providing any services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the vendor or contractor fail to ensure the County's rights under this section, the vendor or contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

42. GUARANTEES & WARRANTIES

42.1 The Contractor shall warranty his workmanship for a period of 90 days after completion of work and, either independently or through the manufacturer, shall warranty all materials supplied by the Contractor for a period of 1 year or the manufacturer's standard warranty period, whichever is longer. The warranty shall include all parts, labor, premise visits, mileage and all other expenses necessary to maintain the work for the warranty period.

42.2 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

43. USE OF INFORMATION AND DOCUMENTS

The County and its officials, employees and agents will copy and use the response of the Bidder and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Following award the County may be required to allow inspection and copying of documents, and may also use the Bidders documents in connection with any resulting contracts with that Bidder. The Bidder is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Bidder has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Bidder agrees to indemnify, defend and hold the County, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Bidders response.

APPENDIX D

TECHNICAL SPECIFICATIONS and PLANS & DRAWINGS and FEDERAL & VDOT REQUIREMENTS & FORMS

ATTACHMENT A – 1

DIVISION 2

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
02110	SITE CLEARING & DEMOLITION	1-3
02200	EARTHWORK	1-8
02207	AGGREGATE MATERIALS	1-2
02340	SOIL STABILIZATION (PAVEMENT MIX)	1-3
02440	SITE IMPROVEMENTS, CONCRETE & SEEDING	1-4
02751	EXPOSED AGGREGATE SIDEWALK	1-4

FEDERAL, VDOT (Virginia Department of Transportation) CIVIL RIGHTS GUIDELINES AND FORMS:

ATTACHEMNT A - 2

Federal and VDOT (Virginia Department of Transportation) Supportive Documentation: 1-61

- C100H1-0710 – VDOT Supplement Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs)
- C105hf1-0309 – Subcontracting
- Davis-Bacon Act – Wage Rates
- SF010CF-0309 – FHWA 1273
- SF030AF-0708 – Executive Order 11246
- S102CF01-0309 – Use of Domestic Material
- S107HF1-0211 – Virginia Department of Transportation Special Provision for Section 107.15
- Virginia Department of Transportation Policy Statement, Disadvantage Business Enterprise (DBE) Program
- Personal Requirements for Work Zone Traffic Control – Amendment to Section 105 and 512
- 2007 Road and Bridge Specifications – VDOT, Section 518-Trainees on Construction Projects

ATTACHMENT A – 3

Federal and VDOT (Virginia Department of Transportation) Forms: 1-35

- C-28, Basic Hourly Rates Paid By Contractor
- C-48, Subcontractor Supplier Solicitation and Utilization
- C-49, DBE Good Faith Efforts Documentation
- C-56, Statement of Compliance
- C-57, Highway Construction Contractors Monthly EEO Report
- C-58, Poster Notice on Title 18 U.S. Code, Section 1020
- C-59, Poster Wage Rate Information
- C-63, DBE and SWAM Payment Compliance Report
- C-64, Contractor Subcontractor Equal Employment Opportunity Information Request
- C-65, Trainee Enrollment Form On-The-Job Training
- C-67, Weekly Trainee Report
- C-78, Acknowledgement of Revision
- C-104, Civil Right Form / Bidder Statement Federally Funded Projects
- C-105, Virginia Department of Transportation Affidavit / Bidder Certification Federally Funded Projects
- C-111, Virginia Department of Transportation Minimum DBE Requirements
- C-112, Certification of Binding Agreement with Disadvantage Enterprise Firms

ATTACHMENT A – 4 & ATTACHMENT A – 5:

PLANS/DRAWINGS/OTHER:

Historic Courthouse Sidewalk Replacement

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