

County of Charlotte  
 PO Box 608  
 250 LeGrande Ave; Suite A  
 Charlotte Court House, VA 23923



**Invitation for Bid**  
**Custom Courtroom Benches for the New Charlotte County Courthouse**

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Bid Number	Bid Due Date and Hour (Local Time)	Date Initiated
<b>037-209</b>	<b>October 24, 2017 at 2:00 PM</b>	<b>October 2, 2017</b>

This solicitation is subject to the provisions of the General Terms and Conditions and any Special Terms and Conditions included herein. This Invitation for Bids, your signed bid, any addendum issued and any mutually agreed upon modifications or additions shall constitute an entire integrated contract and will be referred to collectively as the Contract Documents.

**Address All Inquiries and Correspondence to:**

County of Charlotte P.O. Box 608 250 LeGrande Avenue; Suite A Charlotte Court House, VA 23923	Monica Elder, Purchasing Agent Phone: (434) 542-5117 Fax: (434) 542-5248 Email: melder@charlotteva.com
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Special Instructions:

- Responses must be signed in ink.
- Responses will be accepted until the date and hour shown above.
- This inquiry incurs no obligation on the part of the County of Charlotte.
- Charlotte County may cancel or withdraw a solicitation in whole or in part and reject any & all bids or proposals at any time prior to an award (Section 2.2-4319-Code of Virginia).
- All prices are considered firm for our acceptance within ninety (90) days after the due date.

In compliance with this Invitation for Bids and to all the conditions imposed therein, the undersigned agrees to furnish the goods/services at the price(s) indicated In the Bid Form.

Name & Address of Offeror:

_____	Date: _____
_____	Name (Print): _____
_____	Signature: _____
_____ Zip Code: _____	Job Title: _____
FIN: _____	Phone: (____) _____
E-mail: _____	FAX: (____) _____

County of Charlotte  
 Post Office Box 608  
 250 LeGrande Ave; Suite A  
 Charlotte Court House, VA 23923

**Bid Form for  
 Invitation for Bid #037-209**

In compliance with this Invitation To Bid and all the conditions imposed therein and hereby incorporated by reference, the undersigned offers & agrees to furnish the required goods/ services in accordance with Charlotte County's Invitation for Bid #037-209 and any mutually agreed upon additions and/or modifications at the prices and quantities indicated below:

**PRICING:**

<u>Item Number</u>	<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
S09a	13'10" Custom Courtroom Bench to match specifications	8	\$	\$
S09b	10'6" Custom Courtroom Bench to match specifications	4	\$	\$
			<b>Total</b>	<b>\$</b>

**EXPERIENCE:**

Number of years you have been in business: \_\_\_\_\_

**REFERENCES:**

Please provide contact information for three (3) commercial or governmental customers for which your company has provided similar goods.

1.	Company/Organization Name: Phone Number: Contact Person:
2.	Company/Organization Name: Phone Number: Contact Person:
3.	Company/Organization Name: Phone Number: Contact Person:

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

\_\_\_\_\_  
*Date*

**I. PURPOSE**

It is the intent of this Invitation for Bids to obtain custom made benches for the new Charlotte County Court House, located at 115 David Bruce Avenue in Charlotte Court House, Virginia, in accordance with the specifications and terms provided herein.

**II. SCOPE OF WORK**

- A. The Contractor shall provide all labor, supervision, materials and equipment to construct, deliver, and install the specified benches in the new Charlotte County Courthouse (currently under construction) in accordance with this Invitation for Bids, the attached product specifications and the FF&E plan.
- B. Benches as specified, are anticipated to be required, delivered and installed, by January 31, 2018.
- C. Contractor will remove any packaging materials and other associated trash from the site upon completion of the installation.
- D. The Contractor shall coordinate all work on site with the County's designated project manager and shall comply with all safety and site regulations.

**III. ATTACHMENTS**

The product specifications sheets are being provided as "Attachment A" and are incorporated herein and made a part hereof.

**IV. PRE-BID CONFERENCE**

A pre-bid conference will not be held.

**V. SUBMISSION OF BIDS**

- A. To receive consideration the cover page and bid form of this IFB (Pages 1 and 2) must be completed, signed and received in the Charlotte County Administrator's Office no later than 2:00 pm on Tuesday, October 24, 2017.
- B. All bids must be in a sealed envelope clearly marked "SEALED BID #037-209 - Courthouse Benches."
- C. It is the responsibility of each Bidder to see that their bid is received by the County by the specified time and date.
- D. Any bids or amendments received by the County after the date and time specified for the scheduled opening of bids will not be considered. Date of postmark will not be considered. There will be no extensions and no exceptions.
- E. Please note that some overnight courier services cannot guarantee delivery to this location by 2:00 p.m. and plan accordingly.
- F. Submittals can be hand-delivered or mailed to the following address:

Charlotte County Administrator's Office  
Attention: Monica Elder, Purchasing Agent  
P. O. Box 608  
250 LeGrande Avenue, Suite A  
Charlotte Court House, Virginia 23923

## VI. SPECIAL TERMS AND CONDITIONS

- A. **Acceptance of Goods/Services:** Goods/services delivered shall remain the property of the Contractor 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. 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 contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
- B. **Warranty (Commercial):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable warranty the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.
- C. **Work Site Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.
- D. **Insurance:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, he/she will have insurance coverage as specified in this IFB. The bidder further certifies that he/she will maintain, at a minimum, the following insurance coverage during the entire term of the contract:
- Automobile Liability Insurance: \$1,000,000 combined single limit
  - Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act
  - General Liability Insurance: \$1,000,000 per occurrence.

\*\* The insurance policies required herein shall name Charlotte County as additional insured with regard to work performed under any contract resulting from this IFB. The selected Contractor shall provide Charlotte County with a certificate of insurance and a copy of the declaration page of their policy before performing any work for the County.

## VII. GENERAL TERMS AND CONDITIONS

- A. **Award:** It is the intent of Charlotte County to award the contract to the lowest responsive and responsible bidder. Evaluation will be based on net price. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. Charlotte County reserves the right to conduct any test it may deem advisable and to make all evaluations. The County reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the County to be in its best interest.
- B. **Qualification of Bidders:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the County all such information and data for this

purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods specified therein.

- C. **No Extra Charges Permitted:** The bid price shall be for complete installation ready for the County's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- D. **Taxes:** The County is exempt from Virginia sales and use tax on all tangible personal property purchased or leased by it for its use or consumption. Said taxes shall not be added to the contract price. The County will provide the selected contractor with a tax exempt certification.
- E. **Payment:** Charlotte County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an approved invoice for goods accepted by the County as authorized by a contract resulting from this IFB. Please submit invoices to: County of Charlotte, P.O. Box 608, Charlotte Court House, Virginia 23923 by the 2nd of the month following the month of installation and acceptance.
- F. **Termination of Contract by Default:** Should the selected Contractor fail to deliver the goods/services in accordance with the contract terms and conditions, the County has the right to terminate any contract resulting from this solicitation for default. Termination shall be effected by serving a notice of termination stating the manner of the default. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for goods installed and approved before the effective date of this termination less any fines or other fees that may be withheld.
- G. **Termination of Contract for Convenience:** The County may, by written notice, terminate the resulting contract in whole or in part when it is determined by the public body to be in the County's best interest. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized work done or any materials accepted by the County.
- H. **Contract Changes:** Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- I. **Questions and Clarification of Terms:** Questions regarding this solicitation should be directed in writing to Monica Elder, Purchasing Agent, by noon on October 12, 2017. Any revisions to the solicitation will be made by addendum issued by the Purchasing Agent. Addenda will be posted on eVA and [www.charlotteva.com](http://www.charlotteva.com). It is the responsibility of the bidder to ensure that all addenda have been obtained.
- J. **Governing Laws:** This IFB, any subsequent contract and the work performed there under shall be governed in all respects by the laws of the Commonwealth of Virginia and all applicable federal, state and local laws and regulations.

- K. **Assignment of Contract:** The bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.
- L. **Liability:** The Bidder shall indemnify and save harmless Charlotte County, its supervisors, officers, agents, and employees from and against any and all liability, claims, losses, suits, legal proceedings and costs, including but not limited to attorney's fees, arising or resulting from any cause whatsoever in any work required by this IFB.
- M. **Nondiscrimination Laws:** The Bidder shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.
- N. **Drug-free Workplace:** The Bidder shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- O. **Immigration Laws:** The bidder shall agree to comply with all federal immigration laws. The Bidder shall not knowingly employ an unauthorized alien immigrant as defined in the Federal Immigration Reform and Control Act of 1986.
- P. **Adherence to the VPPA:** The procurement process will be governed by and completed in accordance with the Virginia Public Procurement Act (VPPA). If any provision of this IFB is found to be inconsistent or in conflict with such policy, the terms of the VPPA govern.
- Q. **Proof of Authority to Transact Business in Virginia:** In accordance with § 2.2-4311.2, Code of Virginia, Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any Bidder 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 a statement describing why they are not required to be so authorized.
- R. **Ethics in Public Procurement:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- S. **Availability of Funds:** All funding is subject to appropriation by the Charlotte County Board of Supervisors.