

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



Invitation for Bid
Paving at Charlotte County Sheriff's Office

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
037-219	March 18, 2019 at 2:00 pm	February 15, 2019

This solicitation is subject to the provisions of the General Terms and Conditions included herein. The Invitation for Bids, your bid, and modifications or additions to either, shall constitute an entire integrated contract.

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:

1. See General Terms and Conditions for return of bid envelope.
2. Responses must be signed below in ink by an authorized representative.
3. Responses will be accepted until the date and hour shown above.
4. This inquiry incurs no obligation on the part of the County of Charlotte.
5. Charlotte County may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319-Code of Virginia).
6. All prices are considered firm for our acceptance within **sixty (60)** days after the due date.

In Compliance With This Invitation To Bid And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Signed Bid Or As Mutually Agreed Upon By Subsequent Negotiation.

SCC Number: _____

Name & Address of Offeror:

License Number: _____

Date: _____

Name (Print): _____

Signature: _____

_____ Zip Code: _____

Title: _____

FIN: _____

Phone: (____) _____

E-mail: _____

FAX: (____) _____

IFB # 037-219
Paving at Charlotte County Sheriff's Office

I, the undersigned, having carefully studied Charlotte County's IFB for paving the parking lot and entrance at the Charlotte County Sheriff's Office, propose to provide all materials and equipment and perform all services necessary to execute and complete the work required in accordance with the terms and conditions stated in IFB #037-219 at the price indicated below.

<u>Item Description</u>	<u>Bid Price</u>
Paving at the Charlotte County Sheriff's Office*	\$ _____
Option A: Undercutting as specified (Price per square yard)Additional	\$ _____
Option B: Parking Blocks as specified (Price Per Block)	\$ _____
Option C: Line Painting as specified (Total price for all line painting)	\$ _____

**Price quoted shall be the total paving cost to the County. The only other allowed charges to the County will be for alternative items that are approved by the County. No fees, transportation and/or hauling costs, excess materials or surcharges shall be billed to the County.*

Estimated Start Date _____

Estimated Days to Complete _____

Paving Warranty Information:

By: _____

Print Name: _____

Title: _____

Company: _____

REFERENCES - INVITATION FOR BID (#037-219)
Paving - Charlotte County Sheriff's Office

How many years have you been in the paving business? _____ Years

Please provide three (3) references for which you have provided similar services within the last three years.

1. Reference's Name: _____
Project Description: _____
Contact Person: _____
Phone Number: _____
Date of Service: _____ Contract Price: \$ _____

2. Reference's Name: _____
Project Description: _____
Contact Person: _____
Phone Number: _____
Date of Service: _____ Contract Price: \$ _____

3. Reference's Name: _____
Project Description: _____
Contact Person: _____
Phone Number: _____
Date of Service: _____ Contract Price: \$ _____

By: _____

Print Name: _____

Title: _____

Company: _____



Charlotte County, Virginia State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The bidder:

is a corporation or other business entity with the following SCC identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

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I. PURPOSE

Charlotte County is soliciting competitive sealed bids from qualified licensed contractors to furnish all supervision, labor, materials, transportation, equipment and incidentals for asphalt paving at the Charlotte County Sheriff's Office, located at 222 Law Lane in Charlotte Court House, Virginia in accordance with all specifications and terms provided herein.

II. SCOPE OF WORK

1. The project area shall include the Charlotte County Sheriff's Office's back parking lot and the entrance to the back parking lot, tying into Law Lane, and shall follow the existing lot layout.
2. A satellite image of the project location is being provided as Attachment A, and is hereby incorporated into this Invitation for Bids in order to provide a general idea of the lot layout. The approximate perimeter of the area to be paved is marked with a red line on Attachment A. Additional markings include the width of adjoining driveways and access roads, the location of required PVC pipe, and the direction of required water flow.
3. Paving Specifications:
 - a) Includes the following (quantities are approximate):
 - 3000 Square Yards of 1.5" SM-9.5A
 - 3000 Square Yards of 2.5" IM-19.0A
 - 200 Square Yards 2" SM-9.5A
 - 65 Linear Feet 4" PVC Drain Line Installation
 - 27 Parking Blocks Removed & Reinstalled
 - b) Contractor shall contact county staff & Miss Utility to identify utility locations prior to beginning work. Relocation of utilities (if needed) shall be the responsibility of the County.
 - c) Contractor is responsible for removing and reinstalling existing parking blocks.
 - d) Contractor shall provide excavation and sufficient 21-A stone required to ensure 6" stone base depth and positive drainage. Existing stone base can be used. Stone depths will be verified prior to asphalt paving.
 - e) Contractor shall dispose of waste materials offsite at a County provided location approximately three miles from the worksite.
 - f) Asphalt depth specifications provided are AFTER compaction.
 - g) Asphalt on areas indicated on aerial photo Attachment A with black hatched lines (along the edges of the entrance driveway & a small area at the center of the rear of the building), shall include 2" SM-9.5A only
 - h) Asphalt on all other paved areas shall consist of 2.5" of IM-19.0A and 1.5" of SM-9.5A.
4. Bid Options:

Pricing for the following options shall be provided separate from the base paving bid on the provided bid form. Before the selected Contractor proceeds with any of these options, the item must be approved in writing by the County.

- A) Undercutting to repair substrate as needed to include removal of 6" of existing substrate and replacing it with 6" of 21-A stone.
 - B) Providing & installing additional new concrete parking blocks.
 - C) Line painting for parking spaces and fire lanes. Estimated striping required is eight hundred (800) linear feet. Price provided shall be for all line painting.
5. Quantities of materials shall be determined by the Contractor prior to placing orders for material. No charges for excess materials will be allowed.
 6. All materials, equipment and work procedures must comply with the specifications of this IFB and all local, state, and federal regulations.
 7. A mechanical paver shall be used to distribute asphalt. If an area prohibits the practical use of mechanical spreading and finishing equipment, asphalt shall be installed using hand tools, however, special care shall be taken to obtain the thickness and compaction.
 8. The finished pavement work shall be scheduled in such a manner as to prevent interruptions from occurring during the finishing process.
 9. The Contractor is responsible for initiating, maintaining and supervising all safety precautions in connection with the work in accordance with federal, state and local regulations.
 10. Paving materials shall not be placed when weather or surface conditions are such that the material cannot be properly finished or compacted.
 11. The Contractor shall be responsible for all cleanup within the work area and cleanup of all work materials.
 12. The Contractor shall furnish all signs, cones, and other barricades to maintain proper traffic control and shall coordinate their work schedule with the Charlotte County Sheriff's Office to ensure minimal impact on their operations.

III. COMPLETION DATE

The project shall be completed no later than June 15, 2019.

IV. NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference will held on site on February 28, 2019, at 10:00 A.M.. While attendance at this conference is not required, all bidders shall visit the site prior to placing a bid in order to examine the area, surface, compaction, and current conditions and evaluate the scope of work involved. Claims resulting from failure to examine the site prior to submitting a bid will not be considered by the County.

V. QUESTIONS

Questions regarding this solicitation should be directed to Monica Elder, Purchasing Agent no later than March 1, 2019 at 2:00 pm. Any revisions to the solicitation will be made by addendum issued by the County & will be posted at www.charlotteva.com and on <http://eva.virginia.gov>. It is the responsibility of the bidder to ensure that all addenda have been obtained.

VI. SUBMISSION OF BIDS

1. To receive consideration the following documents, with original signatures, must be received in the County Administrator's Office no later than 2:00 pm on March 18, 2019:
 - A completed copy of the front page of this IFB
 - A completed Bid Form (page 2)
 - A completed Reference List (page 3)
 - A completed State Corporation Commission Form (page 4)
2. The submission of bids by fax, phone, e-mail or verbal offer will not be accepted.
3. All bids must be in a sealed envelope marked "SEALED BID – Paving #037-219."
4. It is the responsibility of each Bidder to see that their bid is in the County Administration Office by the specified time and date.
5. Any offers 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.
6. Bids 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

VII. BID OPENING & AWARD

Bids will be publicly opened shortly after 2:00 pm on March 18, 2019, at the Charlotte County Administration Office. All bids and associated documents submitted in response to this solicitation shall become the property of Charlotte County and will be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Award will be based on the lowest base price submitted by responsive and responsible Bidders. Due consideration will be given to price, previous experience, warranty, schedule and the ability of the bidder to render required services. Charlotte County reserves the right to conduct any tests it deems advisable and to make all evaluations. Charlotte County also 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 opinion of the procuring public body to be in its best interest.

VIII. PAYMENT

The Contractor shall submit an invoice to the County upon completion of the project and approval by the Charlotte County Director of Public Works. Charlotte County will make payment to the Contractor, net 30 days, after receipt of an approved invoice. Please submit invoices to County of Charlotte, P.O. Box 608, Charlotte Court House, Virginia 23923 by the 2nd of the month after which services are completed.

IX. SPECIAL TERMS & CONDITONS

- A. **Required Contractor's License:** The selected Contractor shall hold a valid Virginia Contractor's License.
- B. **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 the specified insurance coverage during the entire term of the contract.

Insurance Coverage and Limits Required:

- 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

- C. **Equipment:** All equipment shall be in good, safe operating condition.
- D. **Damages:** Contractor shall, at no cost to the County, restore to its original condition or better, any property owned by the County or others that is damaged as a result of the work associated with this project.
- E. **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.
- F. **Termination of Contract for Convenience:** Charlotte County, by written notice, may 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. Termination shall be effected by serving a notice of termination.
- G. **Termination of Contract by Default:** Should the selected Bidder fail to deliver the 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 services rendered before the effective date of this termination less any fines or other fees that may be withheld.
- H. **Negotiation:** 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 available funds in accordance with County policy. The County shall be

entitled to negotiate with the bidder to reduce the bid price, to modify the scope of work for the purpose of reducing project costs, or both. To initiate negotiations, the County shall provide the bidder written notice that its bid exceeds available funds, and that County wishes to negotiate a lower price contract in compliance with this policy. The times, places and manner of negotiating shall be determined by agreement between the County and the bidder. Repetitive informal discussions with the lowest responsible bidder for the purpose of obtaining a contract within available funds shall be permissible. The lowest responsible bidder shall submit an addendum to its bid, which shall include the change in scope, the reduction in price, and the new contract value. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal. If the County and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

X. GENERAL TERMS AND CONDITIONS

- A. **Inclement Weather Policy:** In the event that Charlotte County government offices are closed due to inclement weather and/or emergency situations at the time advertised as the due date for submissions or when pre-bid meetings or bid openings are scheduled, the scheduled event will default to the next open business day at the same time. Information regarding Charlotte County government office closings is posted on-line at www.wset.com
- B. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
- a) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b) The County may order changes within the general scope of the contract by written notice to the Contractor. Changes may include, but are not limited to, services to be performed and additions or subtractions of project area.
- C. **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. The Bidder shall comply with applicable federal, state and local laws and regulations.
- D. **Liability:** The Bidder shall indemnify and save harmless Charlotte County, its supervisors, officers, agents, servants 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.
- E. **Nondiscrimination Laws:** The Bidder shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.

- F. **Drug-free Workplace:** The Bidder shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- G. **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.
- H. **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.
- I. **Ethics in Public Procurement:** By submitting their bids, Bidders certify that their proposals 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.
- J. **Availability of Funds:** All funding is subject to appropriation by the Charlotte County Board of Supervisors for each fiscal year during which this Contract is to be performed.