

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



Invitation for Bid

Contract for Excavation and Landscaping at Historic Buildings in the Courthouse Square

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
037-228	May 30, 2022 at 4:00 p.m.	May 6, 2022

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	Heather T. Brown, Purchasing Agent Phone: (434) 542-5117 Fax: (434) 542-5248 Email: hbrown@charlottecountyva.gov
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The initial term of the contract shall be done as job is completed.

Special Instructions:

1. See General Terms and Conditions for return of bid envelope.
2. Responses must be signed below in ink.
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 Goods/ 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: (____) _____

INVITATION FOR BID #037-228

Contract for Excavation and Landscaping at Historic Buildings in the Courthouse Square

I, the undersigned, having carefully studied the specifications and requirements for Charlotte County's Contract for excavation and landscaping at the Historic Buildings in the Courthouse Square, propose to perform all services necessary to execute and complete the work required in accordance with the terms and conditions stated in IFB #037-228 at the prices indicated below.

Price to provide excavating and landscaping services to the five (5) site locations listed in the IFB #037-228 that include but are not limited to fill in low points surrounding each building that will direct water drainage away from the buildings, raise PVC drains as needed to deter water pooling, redirecting existing gutters to drains that will turn water away from each building to mitigate and future damage or water erosion, and hydro seeding any disturbed areas to create a natural view.

\$ _____

TRANSPORTATION COSTS AND OTHER FEES:

All transportation costs and other fees shall be factored into the pricing provided above. The County will not accept any charges associated with travel or other miscellaneous fees.

Authorized Signature

Name (Printed)

Company Name

Date

DATA SHEET – INVITATION FOR BID #037-228

Contract for Excavation and Landscaping at Historic Buildings in the Courthouse Square

How many years you have been in the Excavation/Landscaping business? _____ Years

Please provide a list of three (3) customers that you have provided with similar services.

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

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

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

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I. PURPOSE

It is the intent of this Invitation for Bid to solicit sealed bids from qualified Contractors and to set forth the terms by which Charlotte County may establish a contract for excavation work to grade the surface ground and landscaping at the historical buildings, the Commonwealth Attorney's Office (111 LeGrande Avenue Charlotte Court House VA), the Historic Courthouse (145 David Bruce Avenue Charlotte Court House VA), the Vacant Office (115 LeGrande Avenue Charlotte Court House VA), Vacant Office (117 LeGrande Avenue Charlotte Court House VA), and the Old Jail Museum (located in Courthouse Square), all located in the courthouse square, in accordance with all terms and conditions outlined in this IFB. This solicitation and the resulting contract(s) shall permit the Contractor to excavate and landscape the area around the five (5) buildings located in the Historic Courthouse area accordance with all terms and conditions outlined in this IFB. The purpose for replacing the units is to provide recovery to the damages sustained by the historic buildings as a consequence of hurricanes Florence and Michael.

At each building location the ground will need to be leveled by filling in low spots surrounding the building so that rainfall does not pool. Current gutters will need to be tied into in-ground drains when present to direct rainfall away from each building. All disturbed areas need to be hydro seeded.

II. QUALIFICATIONS

The successful Offeror must:

1. Have been in the business of providing landscaping and excavating services similar to those required for a minimum of five (5) years.
2. Furnish the names, qualifications, and experience of any proposed subcontractors to the County. No portion of the work shall be subcontracted without prior written consent of the County.
3. Perform work in a professional manner and in compliance with all applicable laws, ordinances, rules, regulations, codes, and OSHA requirements in force at the time the work is performed. All work, which does not meet the approval of the County, shall be immediately corrected by the successful offeror to the satisfaction of County personnel. If the successful offeror fails to remedy the work as instructed and agreed upon, the County may arrange for the work to be performed by other means after the successful offeror has been issued a written notice 24 hours prior to taking this action.
4. Ensure that all materials used comply with all applicable laws, ordinances, rules, regulations, and codes.
5. Bear sole responsibility for the safety of its employees and shall take all steps necessary to establish, administer, and enforce safety rules that meet regulatory requirements.
6. Make every effort to ensure the safety of everyone present when work is being performed.

III. SCOPE OF WORK

A. General Requirements

1. The successful offeror shall furnish all labor, materials, tools, equipment, vehicles, travel, and supervision required to perform the excavation and landscaping noted in the IFB.
2. All work performed shall be done in a manner that will not adversely affect the integrity of any building structural, mechanical, electrical, fire protection, or life safety systems, and in a manner that will not adversely affect any other building features that can be overloaded or rendered useless.
3. Notice of Requirement for Affirmative Action: to ensure equal employment opportunity (Executive Order 11246)
 - a. The Offeror’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
 - b. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
	11-13%	6.9%

These goals are applicable to all the Contractor’s construction work (whether it is federal or federally-assisted) performed in the covered area.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on the Contractors’ implementation of the Equal Employment Clause, specific affirmative action obligations required by the specification set forth in 41 CFR 60-4.3(a), and the Contractor’s efforts to meet the goals established for the geographical areas where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor-to Contractor or from project-to-project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the

Office of Federal Contract Compliance programs within 10 working days of award of any construction sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-Contractor; and the geographical area in which the contract is to be performed.

- d. As used in this Notice, and in the contract resulting from this solicitation, the 'covered area' is the Commonwealth of Virginia

Excepted in its entirety from the Historic Preservation Fund Grants Manual (National Park Service, 2007)

4. Equal Employment Opportunity Clause:

During the performance of this contract, the Contractor agrees to the following:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the Applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of worker with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and Applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Department of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in executive order 11246, and such other sanctions may be imposed and remedies invoked as provided in that Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each Sub-Contractor or vendor. The Contractor will take such the event a Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Excerpted in its entirety from the Historic Preservation Fund Grants Manual (National Park Service, 2007)

B. General Procedures

1. All work performed under this contract shall be completed by qualified personnel in accordance with the manufacturer's recommended procedures and industry standards.
2. The Contractor shall notify county staff of scheduled work.
3. Personnel shall act in a courteous and professional manner at all times.
4. The Contractor shall ensure that equipment furnished under this contract is new, current model equipment.
5. The Contractor shall submit a work report to the County Administration Office upon completion of any work. This report shall include the work location, Contractor's name and address, signature of employee performing work, date of service, number of man-hours, description of work and a list of materials used. Required report can be included as part of the invoice.
6. Any damage to existing utilities, equipment or finished surfaces that results from this work shall be repaired to the satisfaction of the County at the sole expense of the Contractor.

IV. MANDATORY SITE VISIT

All site visits will be supervised by the County's Public Works Manager to view the worksites and examine the site. Site Visit will take place on May 18, 2022 at 10 a. m. Contractors shall meet outside of Historic Courthouse located at 145 David Bruce Avenue, Charlotte Court House, VA 23923.

Site lists have been provided below to help potential bidders understand the scope of the contract. Claims resulting from failure to examine the worksites prior to submitting a bid will not be considered by the County.

Site Locations

Commonwealth Attorney's Office

111 LeGrande Avenue
Charlotte Court House VA

Historic Courthouse

145 David Bruce Avenue
Charlotte Court House VA

Vacant Office

115 LeGrande Avenue
Charlotte Court House VA

Vacant Office

117 LeGrande Avenue
Charlotte Court House VA

Old Jail Museum

Located in Courthouse Square

V. SUBMISSION OF INVITATION FOR BID

1. To receive consideration the following documents, with original signatures, must be received in the County Administrator's Office no later than 4 p.m. May 30, 2022:
 - A completed copy of the front page of this IFB
 - A completed Bid Form (page 2)
 - A completed Data Sheet (page 3)
 - A completed State Corporation Commission Form (attached)
 - A list of any exceptions or deviations from the specifications that the bidder is requesting or plans to take.
2. The submission of bids by fax, phone, e-mail or verbal offer will not be accepted.
3. All proposals must be in a sealed envelope clearly marked **"SEALED BID – INVITATION FOR BID #037-228 Contract for Excavation and Landscaping at Historic Buildings in the Courthouse Square."**
4. It is the responsibility of each Bidder to see that their bid is in the Office of the County Administrator 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 and left in the office dropbox or mailed to the following address:

Charlotte County Administrator's Office
Attention: Heather T. Brown, 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 4:00 pm on May 30, 2022, at the Charlotte County Administrator's office. Public bid opening attendees must follow the County's current COVID-19 operating procedures. 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. A summary of bid results can be obtained following the bid opening by contacting Heather T. Brown, Purchasing Agent at 434-542-5117.

Award will be based on the lowest total price submitted by responsive and responsible Bidders. In determining the responsible bidder, the following factors shall be considered:

1. The bidder's ability, capability and skill to successfully perform the required services to specifications without delays
2. The quality of work demonstrated by the bidder on other contracts
3. The character, reputation, experience, judgement and integrity of the bidder
4. The bidder's compliance with laws and ordinances related to the services specified
5. The bidder's ownership of adequate resources to complete the work as specified

Due consideration will be given to price, previous experience, 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 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

Charlotte County will make payment to the Contractor after receipt of an approved invoice for completed work authorized by a contract resulting from this IFB. Please submit invoices including name, mailing address, contact number, and listing the number of services provided at each location with the cost of services by the 2nd of the month following the month services were rendered to: County of Charlotte, P.O. Box 608, Charlotte Court House, Virginia or by email to hbrown@charlottecountyva.gov.

IX. GENERAL TERMS AND CONDITIONS

- A. **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 RFP. 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.

- B. **Questions and Clarification of Terms:** Questions regarding this solicitation should be directed in writing to Heather T. Brown, Purchasing Agent, by 2:00 pm on January 28, 2022. Any revisions to the solicitation will be made by addendum issued by the Purchasing Agent. All addenda will be posted at the County Administration Office and on-line at eVA and www.charlotteva.com. It is the responsibility of the bidder to ensure that all addenda have been obtained and reviewed.
- C. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. 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.
- D. **Understanding:** By submitting a response to this IFB, the bidder acknowledges and agrees that the IFB is understood and the bidder is fully informed of the intent of the IFB and the completeness and quality of the products, materials and services sought.
- E. **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.
- F. **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.

- G. **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.
- H. **Nondiscrimination Laws:** The Bidder shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.
- I. **Drug-free Workplace:** The Bidder shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **Availability of Funds:** All funding is subject to appropriation by the Charlotte County Board of Supervisors.