

**KING WILLIAM RECREATION PARK
CONCRETE PAD FOR BASKETBALL COURTS**

**INVITATION FOR BIDS
#IFB-2020-004**

King William County is now accepting competitive sealed bids for installation of a concrete pad for the new basketball courts located at 330 Recreation Lane, Aylett, VA 23009.

The existing courts will be removed by King William County.

I. SCOPE OF WORK

- A. Pouring and finishing of a concrete pad 100'X100', 4 inches thick with a 6 inch turn down slab.
- B. Provide all grade/sub grade work required to stabilize and support concrete pad. Ie gravel, plastic, rebar and wire
- C. Concrete finish is to be smooth and level
- D. Contractor is responsible for acquiring all permits required but no fee will be charged for the permits.
- E. Provide and install all materials necessary to comply with building codes.

II. Specific Terms & Conditions

A. Potential contractors needing special assistance under the Americans with Disabilities Act shall contact Cindy Hixenbaugh, Facilities Coordinator, at 804-769-4965 on or before the end of the business day **January 14, 2020**. Every reasonable effort will be made to allow every qualified offerer to participate in the competitive process.

B. A **MANDATORY** pre-bid conference shall be held on **January 7, 2020 at 9:30 AM** at the King William Recreation Park. This shall be the only site tour provided and all contractors **MUST** attend to be eligible to respond to the IFB 2020-004 Concrete Pad for basketball courts.

C. Questions will be accepted in writing via e-mail (chixenbaugh@kingwilliamcounty.us) or fax (804-769-4964) through the end of the business day **January 14, 2020**. Written responses in the form of an addendum will be sent via e-mail, on or before **January 16, 2020**, to all potential bidders who provided contact information to the County Finance Department.

D. Responses to the bid shall be received by the Finance Department on or before the closing date and time of **January 23, 2020 at 10:00 AM**. Bids not received by the Finance Department by this date and time will be deemed undelivered and not accepted. "**Sealed Bid Concrete Pad for Basketball Courts**" should be noted on the outside of all submissions.

E. The successful bidder shall maintain insurance to protect itself and the County of King William from claims for damages for personal injury, including death, and for damages to property, which may arise from operations under this contract. Such insurance shall conform to the enclosed County Insurance Specifications. (See Attachment F)

A Certificate of Insurance with policy endorsement shall be required within ten (10) days of the date of the award. The certificate must contain a provision stating that the coverage will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County.

F. Except as provided in Section II A.-C., any contact initiated by any bidder with any County representative, between the date of the first publication of the public notice soliciting bids and the date of the award of a contract concerning this Invitation for Bids is prohibited. **Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.**

G. The bidder shall indemnify and hold harmless King William County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the negligence of Offeror, his agents or employees during the performance of the contract.

H. The successful bidder shall be required to execute the contract as shown in Attachment B of this IFB.

III. General Terms & Conditions

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or Contractors certify to King William County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act, which provides:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities, except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or 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, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. Immigration Reform and Control Act of 1986:

By submitting a bid or proposal, bidders or offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Policy on Drug and Alcohol Abuse:

King William County has adopted a Policy on Drug and Alcohol Abuse. The County's goal is to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. This policy is intended to apply to contractors, subcontractors and employees of firms doing business with the County while on County premises. By submitting a bid or proposal, bidders or offerors certify full compliance with this policy. A copy of the policy is available upon request.

E. Receipt of Bids/Proposals:

To be considered, bids or proposals must be received at the location provided and within the time period specified in the Invitation for Bids (IFB). Responses received after the specified date and time shall be returned unopened.

F. Acceptance/Rejection of Bids/Proposals:

King William County reserves the right to accept or reject any or all bids or proposals or portion of any bid or proposal and to reissue said bid or proposal. The County reserves the right to award a contract based on a lump sum or per item basis or a sample provided.

G. Clarification of Terms:

Prospective bidders or offerors may submit questions in writing concerning the specifications or other solicitation documents no later than seven (7) working days before the due date. Any revisions to the IFB will be issued as an addendum.

H. Precedence of Terms:

Paragraphs A - G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders or offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.

J. Firm Prices:

Prices and all associated charges shall be firm for sixty (60) days after the due date of the bids or proposals unless otherwise stated by King William County.

K. Taxes:

King William County (Federal I.D. #54-6001376) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

L. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be included in the bid or proposal. The County reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document.

M. Required Signature:

All bids and proposals shall be signed with the firm name, Federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The County may request documentation of the signer's authority.

N. Qualifications of Bidders or Offerors:

King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder or offeror to perform the work or supply the goods. The bidder or offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's or offeror's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the County reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the County that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

O. Changes to the Contract:

Changes can be made to the contract in one (1) of the following ways:

1. The Finance Department may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to the method of packing or shipment or the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Finance Department a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing;
- b. By agreeing on a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the Contractor accounts for the number of units of work performed, subject to the Finance Department's right to audit the Contractor's records and/or to determine the correct number of units independently;
- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings

realized. The Contractor shall present the Finance Department with all invoices or other records of expenses incurred and savings realized. The Finance Department shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Finance Department within thirty (30) days from the date of receipt of the written order from the Finance Department.

P. Payment Terms:

All approved invoices will be paid within forty five (45) days of receipt.

Q. Default:

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, King William County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies the County may have under Federal, State and local law.

IV. EVALUATION AND AWARD

1. Bids will be evaluated based on the specifications set forth in this Invitation for Bids (IFB) and awarded to the lowest responsible and responsive bidder.
2. In addition to the technical specifications herewith enclosed, the evaluation of bids may also include life cycle costing, value analysis, inspection, testing and/or delivery.
3. The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than 30 days after the date of opening bids.

SUBMIT THIS FORM WITH BID

IFB #2020-004

BID FORM

County of King William
Finance Department
180 Horse Landing Road #4
King William, Virginia 23086

I/We hereby propose to furnish and deliver services to install Concrete Pad for basketball courts located at 330 Recreation Lane Aylett, Virginia 23009 in accordance with IFB#2020-004 general terms, conditions and specifications. The Bid Form must be completed in blue or black ink or type written. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

V. PRICES QUOTED SHALL BE FOB DESTINATION

PLEASE SUBMIT AN ORIGINAL AND 1 COPY OF YOUR BID RESPONSE.

Installation of Concrete Pad for Basketball Courts at the Recreation Park

Bid Price \$ _____

All approved invoices will be paid within 45 days of receipt. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible bidder if the bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Under Section 2.2-4354.2, Code of Virginia, an individual contractor is required to furnish their social security number and a proprietorship, partnership and corporation is required to furnish their employer identification numbers to the County of King William. Please indicate this information on this Bid Form as follows:

Social Security Number: _____

Federal Employer Identification Number: _____

To aid in the evaluation of bids, bidders must submit the following:

- 1. Attachment A, Original Bid Form and 1 copy**
- 2. Attachment C, Bid Signature Sheet (front and back)**
- 3. Attachment D, State Corporation Commission I.D. Number**
- 4. Attachment E, References**

Have you complied with this requirement? ___ Yes ___ No. If you fail to do so, your bid may be considered nonresponsive and rejected.

Indicate whether your business ___ is or ___ is not located in the County of King William, Virginia and if it is, have you obtained a County license to conduct or engage in the business, trade or occupation in the County of King William? ___ Yes. ___ No.

ATTACHMENT B

KING WILLIAM RECREATION PARK
Removal of Four (4) trees and stumps at Basketball Courts

IFB No. 2020-005

This contract entered into this ___ day of _____, 20___ by _____, hereinafter called the "Contractor" and the County of King William hereinafter called the "County".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: The Contractor shall begin work within ten (10) days of notification from the County that work is ready to begin. All work shall be completed within thirty (30) days.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by the County within forty-five days of receipt of invoice. Final payment will be made when all work, under the Terms and Conditions of the contract, has been accepted by the County Public Works Director.

WARRANTY OF CONSTRUCTION: In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall be effective two (2) years from the date of final acceptance of the work.

The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to County owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

Contractor shall not be liable for the repair of any defect of material or design furnished by the County nor for the repair of any damage that results from any defect in County furnished material or design, nor from pre-existing structural defects.

Notwithstanding any provisions herein to the contrary, the warranty period relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, Addendums, the description or Scope of Work, general conditions, special conditions, plans, specifications, and other data contained in the Invitation for Bids No. 2020-005 together with all written modifications thereof and the bid submitted by the Contractor dated _____ all of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

BY _____

TITLE _____

DATE _____

COUNTY OF KING WILLIAM:

BY _____

TITLE _____

DATE _____

SUBMIT THIS FORM WITH BID

BID SIGNATURE SHEET

Page 1 of 2

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid ("IFB").

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

FULL LEGAL NAME OF ENTITY SUBMITTING THIS BID (Please do not use your trade name.)
ADDRESS:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

BID SIGNATURE SHEET

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PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.

(Check all that apply.)

- MINORITY-OWNED BUSINESS**
- SMALL BUSINESS**
- WOMEN-OWNED BUSINESS**
- NONE OF THE ABOVE**

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens and both the management and daily business operations are controlled by one or more minority individuals.

As used in the definition of *"minority-owned business," "minority individual"* means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. *"African American"* means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. *"Asian American"* means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. *"Hispanic American"* means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. *"Native American"* means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

SUPPLIER REGISTRATION - The County of King William encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **YES** **NO**

SUBMIT THIS FORM WITH BID

IFB 2020-004

SUPPLIER REFERENCES

1. Company Name _____
Address _____
Contact _____
Telephone Number _____

2. Company Name _____
Address _____
Contact _____
Telephone Number _____

3. Company Name _____
Address _____
Contact _____
Telephone Number _____

4. Company Name _____
Address _____
Contact _____
Telephone Number _____

DO NOT USE KING WILLIAM COUNTY AS A REFERENCE

Insurance Specifications

The Successful Bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance together with policy endorsements from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of King William and named as an additional insured for the Commercial General Liability and Umbrella/Excess Liability coverage.

Worker's Compensation	State of Virginia Requirements
General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
Automobile	\$1,000,000 per occurrence

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract includes the following indemnification agreement: "The Successful Bidder agrees to indemnify, defend and hold harmless the County of King William, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful bidder, provided that such liability is not attributable to the County's sole negligence." The County makes no representation or warranty as to how the successful bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the successful bidder's responsibilities outlined in the contract.

NOTE2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of King William and King William County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy,

a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.