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**COUNTY OF FLUVANNA, VIRGINIA**

**Invitation for Bid (IFB) #2023-01**

**FLUVANNA COUNTY – BURN BUILDING Construction**

**Issue Date: August 25, 2022**

**Due Date: September 29, 2022 at 2 p.m. EST**

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| **Procurement Contact:**County of Fluvanna Donna Allen, Purchasing Officer132 Main StreetP.O. Box 540Palmyra, VA 22963Ph: (434) 591-1930 ext. 1124Email: dallen@fluvannacounty.org |

**All sealed bids shall be turned in no later than September 29, 2022, at 2:00 p.m. EST.**

* All Bids that are delivered via mail or are hand delivered must be addressed to the “Procurement Contact” listed above.
* Any Proposals sent in via facsimile, telephone, or email shall not be considered.
* Any Proposals that are turned in late will be rejected and returned unopened.

Bid documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link: <https://www.fluvannacounty.org/rfps>.

1. **GENERAL INFORMATION**
2. By this Invitation for Bids (“IFB”), the Fluvanna County Board of Supervisors (hereinafter the “County” or “Owner”) is seeking competitive sealed bids from qualified licensed contractors (herein referred to interchangeably as “Contractor” or “Bidder”) to establish a firm fixed price contract with Contractor to furnish, deliver, supply and install all necessary labor, work, equipment, materials and related items associated with the construction of a burn building/ fire training building (the “Building” or the “Burn Building”) and complete any and all necessary or appropriate associated work at the site (“Site Work”) or other work in accordance with the specifications, Plans (as defined below), terms and conditions stated herein. Collectively, the work on the Building, Site Work and any other work required by the Plans, Manual or Technical Specifications (each as later defined herein) is referred to herein as the “Project”.
3. The Building and Site Work will be completed at the property behind the Fluvanna County Community Center (the “Property”) in strict conformance to the Plans entitled “Fluvanna County Fire-Burn Building Fluvanna County CRA Project No. 3461” dated May 16, 2022, and attached hereto as **Exhibit A** and made a material part hereof (as more specifically described below). The Building shall be located on the Property in the location depicted and as shown in those site plans entitled “FORK UNION FIRE TRAINING BUILDING SITE” dated May 16, 2022, being a portion of **Exhibit A** (referred to herein interchangeably as the “Site Plan” or “Exhibit A”). The Building must be constructed and completed in strict conformance with those building plans entitled “Fluvanna County Fire – Burn Building” dated May 16, 2022 being a portion of **Exhibit A** (referred to herein interchangeably as the “Building Plans” or “Exhibit A”). Together **Exhibit A** including the Site Plan and Building Plans, Manual, and Technical Specifications (as defined in Section 1(C)(h) below) are referred to collectively herein as the “Plans”. The County has filed for a building permit for the Project, a copy of which is attached hereto as **Exhibit A-1**.
4. The Building and Site Work will be completed at the Property in strict conformance to the Fluvanna County Fire-Burn Building Project Manual (the “Manual”) attached hereto as **Exhibit B** (including subparts **Exhibit B.1, B.2, B.3, B.4, B.5, B.6, B.7, B.8 and B.9**) and made a material part hereof. The Manual includes:
	1. **Exhibit B.1 -** Section 00420 – Contractor’s Qualification Statement which shall be completed by Bidder and returned with the Bid;
	2. **Exhibit B.2** - Section 000500being the proposed Form of Agreement between Owner (County) and Contractor (the “Base Contract”);
	3. **Exhibit B.3** - Section 000515 – Employment Verification Act;
	4. **Exhibit B.4 and Exhibit B.5** – Section 000700 being the General Conditions of Contract for Construction (Exhibit B.4) and Section 000750 being the Supplementary General Conditions (Exhibit B.5), respectively, to proposed Form of Agreement between Owner (County) and Contractor. **“Conditions”** or **“General Conditions”** means those General Conditions of Contract for Construction (Exhibit B.4) as modified and amended by the Supplementary General Conditions (Exhibit B.5). Collectively the Base Contract together with the Conditions (being those General Conditions of Contract for Construction (Exhibit B.4) as modified and amended by the Supplementary General Conditions (Exhibit B.5)) is referred to herein as the **“Contract Form”;**
	5. **Exhibit B.6** - Section 000820 – Contractor’s Affidavit of Release of Liens;
	6. **Exhibit B.7** - Section 000931 – Underhill Engineering Soil Report dated October 25, 2018 (the “Geotechnical Report”);
	7. **Exhibit B.8** - All of those sections of the Manual listed under those divisions entitled Division 1 General Requirements, Division 3 Concrete, Division 5 Metals, Division 6 Wood, Plastics, and Composites, Divisions 7 Thermal and Moisture Protection, Division 9 Finishes, and Division 13 Special Construction of the Manual (the “Original Technical Specifications”); and
	8. **Exhibit B.9** - That Amendment to the Original Technical Specifications entitled “**Amendment to Technical Specifications**” which modifies the Original Technical Specifications. The Original Technical Specifications as modified by the Amendment to Technical Specifications is referred to herein as the “**Technical Specifications**”.
5. The County has received a grant (the “Grant”) award from the Virginia Department of Fire Programs (“VDFP”) for the construction of the Burn Building to assist in training the fire service for the Fluvanna area. Pursuant thereto, the County is seeking proposals from qualified licensed Bidders to construct a Burn Building as depicted in the Site Plan consistent with all requirements of the Grant.
6. **PRE-BID CONFERENCE**
7. A mandatory pre-bid conference will be held on Thursday, September 8, 2022, at 10 a.m. EST at the Fork Union Fire Station, 5753 James Madison Hwy, Fork Union, VA 23055.
8. At the pre-bid conference Bidders will be allowed to inspect and analyze the current environment, site, and collect further data in determination of their ability to perform the work required on the Project. The Bidder shall be presumed to have made a reasonable inspection of the Property and site before the time of Bid submission and shall be held responsible for all information available through such inspections; and submission of a Bid will be a confirmation that the Bidder did make a site inspection and is aware of all conditions affecting performance and price(s) submitted. The County may determine in its sole discretion that a second pre-bid conference is necessary, the date and time of any such second pre-bid conference will be disclosed in an amendment to this IFB.
9. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than September 22, 2022 by 10:00 a.m. EST to the following email address: dallen@fluvannacounty.org. All inquiries will be answered via an addendum, posted to eVA and the County website. Should a Bidder find discrepancies in the Site Plan, Building Plans, Plans, Manual, Technical Specifications or other plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder must request clarification from the County in writing by the deadline started herein. Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County’s interpretation.
10. **SCOPE OF WORK:** Contractor shall provide, furnish, deliver, supply and install, all necessary or appropriate labor, services, parts, tools, materials, equipment, items and resources as may be required to complete the work on the Project (the “Scope of Work” or the “work”), in accordance with the Plans, Technical Specifications, Manual, specifications and terms and conditions stated herein, which Scope of Work, shall include at minimum, but is not limited to, all of the following:
	1. **Contractor Minimum Requirements:** The Contractor must meet the following performance standards.
		1. The Contractor should have, at a minimum, a current Class “A” Contractor’s license as issued by the Commonwealth of Virginia Board of Contractors, Department of Professional and Occupational Regulation, and a copy of the license must be attached to the Bidder’s Bid.
		2. The Contractor shall possess the appropriate contractor’s license(s) with the specific specialty services as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation, to perform electrical, roofing and any other services required for the work on the Project, and copies of the license(s) must be attached to the Bidder’s Bid.
		3. The Contractor’s firm should have been in business providing similar services requested in this solicitation for a minimum of five (5) consecutive years.
		4. The Contractor shall be responsible for providing quality contractor, roofing, electrical and other services required for the performance of any work on the Project in accordance with best industry standards,Plans, directions and instruction as provided hereunder and in any resulting Contract.
		5. All equipment, materials and installation work provided as a part of the Project shall conform to the Virginia Uniform Statewide Building Codes, National Electrical Code, OSHA, and the specifications of this IFB.
		6. Contractor(s) shall report any safety concerns, near misses, accidents and injuries related to the work area to the County immediately.
		7. Contractor(s) shall warrant, replace, or repair any defective product, materials, installation or services on the Project for a minimum of five (5) years from County’s acceptance of any work or services hereunder on the Project at no additional cost. County shall be deemed to have accepted services hereunder only after receipt of a proper and detailed invoice from Contractor for all of the work on the Project and payment by the County to Contractor in full on such invoice.
		8. Contractor(s) shall respond to emergency warranty repairs within one (1) dayand shall respond to routine warranty repairs within three (3) business days.
		9. In addition to all other warranties required hereunder, the Contractor shall transfer and assign to the County any and all warranties or similar guarantees for any materials or products provided by Contractor to the County hereunder.
		10. **Personnel for Electric Services:**
			1. Contractor(s) shall perform all electrical work on the Project under the supervision of a qualified master electrician. A qualified master electrician shall be a licensed electrician graduated from an accredited school or program and shall have five (5) years plus experience in planning, laying out, supervising the installation and repair of wiring, apparatus, or equipment for electrical components regulated by the Building Code and any other applicable electrical regulations. Contractors shall provide a copy of their Class A Electrical Contractor certification and a copy of their Master Electrician license. Contractor(s) shall assure that all employees who will be performing work receive any required training necessary to perform the work. All helpers, assistants, and apprentices shall operate under the supervision of a journeyman or master electrician. The County reserves the right to review any Contractor(s) training documentation.
			2. Journeyman Electricians provided by the Contractor should have a minimum of three (3) years of experience performing electrical services in accordance with manufacturer’s best practices and must be supervised by a Master Electrician.
		11. **Performance and payment Bond Required:** Consistent with Virginia Code Section 2.2-4337, prior to execution of any contract the County will require the winning bidder to deliver a performance and payment bond in an amount equal to the contract price from an insurer licensed in Virginia.
			1. **Bond Forms**. The form of bonds which will be required of a Contractor awarded work on the Project are attached hereto as **Exhibit C**.
			2. **Verification of Bonding Capability**. Bidder shall include in their bid a letter from a surety or insurance company (with a Best’s Financial Strength Rating A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the Bidder is capable of obtaining a performance and payment bond based on the Bidder’s estimated contract value for the construction of the Project, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified herein, in a manner similar to the notation provided below: “As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.” This letter shall also state the Bidder’s per project and total bonding program limits and that the surety is authorized/licensed to do business in the Commonwealth of Virginia. The surety providing a winning Contractor’s bonds must meet all the requirements stated herein (including, without limitation, financial strength rating, size category, and licensure in Virginia).
		12. Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein.
		13. **Debarment Certification:** By signing the Pricing Page (**Attachment E**) contained in the IFB, Bidders are certifying that Bidder is not currently debarred by any local or state government or the Federal Government. Bidders shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.
		14. **Project Specific References:** Contractor submitting a bid must demonstrate extensive successful experience in the construction of public safety facilities similar in scope to the Project and the specifications contained herein. To demonstrate this experience, provide a minimum of two (2) project references that have been completed within (15) fifteen years from the date of this IFB. Project references that are for the construction of burn buildings are preferred, however, all project references provided must demonstrate successful experience in the type of construction required for this Project. Preferably, at minimum one (1) of the references should be for the construction of a burn building for government owners similar to this Project. The other references may be for the similar type of public safety facilities/buildings that include some or all of the characteristics of the Project. All client references for burn, fire training or similar buildings built for the Commonwealth of Virginia or a public body of the Commonwealth of Virginia, or any agencies or departments of either, must be disclosed. Each project reference is to include the name and location of the project, project description of sufficient detail to allow determination of project size and scope, contract costs, contract schedule milestones, photographs of sufficient quality to demonstrate the scope of the facility, and the name, address, current phone number, and e-mail addresses of architects and owners.
		15. Bidders shall include in their bids the resumes of the Project Manager, Quality Control Manager, and Superintendent – as applicable. Resumes must demonstrate at minimum five (5) years’ experience in similar size and type of projects and any other relevant information.
		16. All Bidders must submit the documentation/information requested in this IFB with their bid. Failure to provide any of the required documentation or information may be cause for bid to be deemed non-responsive and/or non-responsible and rejected.
	2. **Grant Requirements:** Comply with all requirements of the Grant and provide any documentation or assistance necessary or helpful in connection with (i) obtaining the Grant, (i) approvals related to the Grant; and (iii) filings related to the Grant.
		1. This Project must be constructed and administered in accordance with the Grant requirements, NFPA 1403 and the VDFP Policy, VDFP's "Agency Practices, Policies" and the "Burn Building Project Manual." The Initial award letter, extension letter and document titled Live Fire Training Structure Grant Program as of June 2020 are attached hereto as **Exhibit E** and incorporated herein as material provisions of this IFB.
		2. Grant related documents and requirements are available on VDFP's website at <https://www.vafire.com/grants-and-local-aid/> or by contacting VDFP. The most current information and requirements must be confirmed by Contractor with VDFP.
		3. The County received the Grant in FY2019.
		4. Contractors with experience with NFPA 1403 and VDFP’s Grant requirements are preferred. Contractors must summarize their relevant experience with NFPA 1403 and VDFP grants for similar projects.
		5. **THE GRANT REQUIRES THAT A BUILDING PERMIT BE ISSUED AND CONSTRUCTION MUST COMMENCE FOR THE PROJECT NO LATER THAN November 14, 2022. THE BIDDER MUST BE PREPARED TO MEET THIS DEADLINE OR THE COUNTY MAY LOSE THE GRANT FUNDING.**
		6. **THE GRANT REQUIRES THAT THE PROJECT BE FINALLY COMPLETED NO LATER THAN November 15, 2023. Notwithstanding the foregoing, the Project must be completed by the earlier of: (i) within two-hundred and forty days (240) from the “Date of Commencement” as such is defined in Article 3 of the Contract Form; and (ii) November 15, 2023. Time being of the essence.**
		7. **Contractor acknowledges that in addition to all other requirements of the Project, Substantial Completion of the Project under a resulting Contract requires approval of the Project by Grant agency, Virginia Department of Fire Programs (“VDFP”) and Fluvanna County Building Official and a final review of the site and building plan by The Structures Group (TSG) and TSG’s approval of those plans (VDFP requires as a condition of the Grant TSG review and approval). The County has filed the Plans with TSG and is awaiting final approval. The Plans also require the approval of the Thomas Jefferson Soil and Water Conservation District (“TJSWCD”). A prior iteration of the County’s plans had previously been approved by both TSJ and TJSWCD, but the County is still awaiting final approval on the revised Plans as attached hereto. If any modifications to the Plans are required by TSG and/or TJSWCD then an addendum to this IFB will be issued identifying any such changes.**
	3. **Building Specifications:** At minimum, the Building and Site Work for the project must meet the following requirements:
		1. Be in all respects consistent with and meet any and all provisions, notes, requirements or specifications shown on the Plans, Manual and Technical Specifications. Site work is required to the extent necessary to produce a finished Project that meets or exceeds all the requirements and specifications provided in this IFB, including without limitation the Plans, manual, and Technical Specifications. The Contractor shall not take advantage of any obvious or apparent ambiguity, conflict, error, or omission in the Plans or Technical Specifications, this IFB, the Contract Form or the final Contract. If in reviewing this IFB or after beginning work the Contractor discovers an ambiguity, conflict, error, or omission, it shall immediately notify the County before proceeding further with the affected work. The County will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract and completing the Project as desired by the County.
		2. Provide all materials, installation, services and labor necessary to pour, lay, install, weather, and seal the concrete foundation pad and concrete slab on which to install the Building and the apron around the Building described in the Plans, Manual, and Technical Specifications and in this IFB.
		3. The Building will be exposed to the elements to the extent of the design, and shall not be heated or air conditioned. All concrete, electrical fixtures, wiring, buildings, materials and supplies of any kind used in the Project shall be durable and appropriate for the intended uses, weather, conditions, design, and site. Contractor shall install electricity service at the Building at the Standard 200-amp service. Contractor shall provide appropriate Code Compliant grounding of the electrical service and Building. Contractor shall include in its bid the cost to run and install electric service 5ft from Dominion Electric to be installed line at the site to the electrical box at the Building. The exact location of electrical service to be provided by Dominion near the Building is to be determined, if the distance is further than 5 ft., a contract modification will be executed for the additional work at a price agreed upon by the parties. In its Pricing (Attachment E), the Contractor is to include the cost per foot of installing additional electric lines as contemplated above. The Contractor agrees to coordinate with Dominion to determine the route of the incoming electrical service lines and install service.
		4. The Building and all work on the Project shall be compliant with all Applicable Law, as defined in 3(I) below.
		5. All windows, doors or other access points to the Building shall have locking mechanisms installed so that the Building can be fully locked and sealed.
		6. Like brands will be considered consistent with Virginia Code Section 2.2-4315. The name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that 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.
	4. **ADDITIONAL REQUIREMENTS OF CONTRACTOR:**
		1. **On-Site Management.** The Contractor shall provide on-site management and supervision of the Project during all working hours and provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log for the Project. Contractor must assign a Supervisor to the Project that shall be the main point of contact for the Project.
		2. **Site Safety Generally**. The Contractor shall provide a safe and efficient site, with controlled access. As part of this obligation, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. A temporary security fence will be required around site for the duration of construction.
		3. **Quality Control Generally.** The Contractor shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents, Plans, Manual, Technical Specifications, and Project specifications. The Contractor’s responsibility includes ensuring adequate quality control services are provided by the Contractor’s employees and its subcontractors at all levels. The work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality of construction. Notwithstanding the foregoing, the County may use an engineer to assist its Project Manager in inspecting and/or managing the Project.
		4. **Monthly Reports.** The Contractor shall provide written reports to the Project Manager and Engineer on the progress of the Project at least monthly from Construction Notice to Proceed until Final Completion of the Project. The monthly reports shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost analysis; (iii) a quality control report; and (iv) progress photos. The County’s designated Project Manager will be Benjamin Powell, the County may modify the Project Manager from time to time upon notice to the Contractor.
		5. Examine the work areas and site conditions under which the work stated herein shall be performed. Contractor shall notify County of any condition(s) which may affect installation of the Building structure.
		6. Perform all site preparation work inclusive of soil excavation and rough grade.
		7. Provide grade stakes or locator flags to flag corners of Building.
		8. **Coordinate with Engineer.** The County may designate a Project Engineer to work with the Project Manager to oversee/inspect/manage the construction of the Project and coordinate with Contractor. Contractor will work with, coordinate, and communicate with any Engineer identified by the County as the Engineer on the Project to the extent required under the Contract. The County may require the Engineer to confirm that the Project as constructed strictly conforms to the Plans, Technical Specifications, and meets or exceeds all Contract requirements, including the requirements of this IFB.
		9. Contractor shall provide all Site Preparation, unsuitable soil removal and grading necessary for the Plans, Manual, and Technical Specifications.
		10. Please include in proposal cost for concrete and compaction tests, if applicable.
		11. Provide final approval/inspection and acceptance of Building structure.
		12. Provide finished grading and/or landscape work including at minimum level grading and seeding.
		13. Verify site preparation work with a County designated Project Manager and the Engineer, if applicable.
		14. Deliver building materials to site location as designated by the Project Manager.
		15. Erect Building.
		16. Furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure and complete installation.
		17. In addition to any other warranties required by the Contract or this IFB, the Contractor shall provide and assign to the County any and all related manufacturer’s warranties for the Project, Building, materials, equipment, or any portion(s) thereof. A copy of these shall be provided with your bid response.
		18. Agree to all of the provisions of the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors attached to this IFB as Appendix I and further agree that any resulting contract awarded pursuant to this IFB shall incorporate by reference as material provisions of such Contract the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors. Any resulting Contract shall be in form acceptable to the County in its sole discretion.
	5. **PROJECT SUCCESS:** A successfully completed Project shall mean: 1) that the Project was completed within the contract time, including any owner-approved time extensions; 2) that the Project was completed at or below the contract award amount, including any subsequent owner-approved cost change orders; and 3) that the Project was completed in strict conformance and in accordance with the Contract documents.
	6. **PROTECTION OF PERSON AND PROPERTY:**
		1. All materials shall be protected from damage during delivery, storage, and installation.
		2. Work can be done on property from dawn to dusk 7 days a week.
		3. The Contractor shall not remove any excess (unused) construction material from the site without the Owner’s approval. The Owner shall be reimbursed for the unused construction material or keep the material onsite.
		4. The Contractor is responsible to keep a clean and safe construction area.
		5. Contractor shall be responsible for initiating, maintaining and supervision of all safety precautions in connection with the work on the Project. Any damage to existing Property, site, buildings, real property (land), or personal property, resulting from the work on the Project or the performance of a Contract awarded pursuant to this IFB shall be repaired or replaced at the sole cost and expense of the Contractor to the satisfaction of the County. The Contractor shall repair and/or replace any damage done to any County property by their employees or resulting from Contractor’s services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County’s sole satisfaction. To protect the Contractor, the Contactor shall document any damages in the project area prior to commencing work including photographs. This written record shall be provided to the County prior to commencing work.
	7. **BUILDING PERMITS & INSPECTIONS:**
		1. The Contractor shall notify Miss Utility to locate all underground utilities and their depth and location prior to starting any work on the Project.
		2. The Contractor shall apply for all required building permits before starting the work on this Project EXCEPT THAT the County has filed for and been issued that permit attached hereto as Exhibit A-1.
		3. Contractor shall notify the County to arrange for inspections at agreed milestones and shall notify for final inspection.
		4. PLANS: Site Plan is attached as Exhibit A hereto. Project Manual including Technical Specifications are attached as Exhibit B.
	8. **INSURANCE REQUIREMENTS:**
		1. The firm shall agree to carry the required liability insurances that are listed under item number 39 of the “GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS” attached hereto as Appendix I.
		2. By signing and submitting a proposal under this solicitation, the Contractor certifies that if awarded the contract, it will have the insurance coverage required at the time the work commences. The Contractor further certifies that the contractor will maintain the specified coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
		3. During the period of the contract the County reserves the right to require the Contractor to furnish certificates of insurance for the coverage from time to time.
		4. A Certificate of Insurance shall be submitted with the Contractor’s Bid evidencing the insurance required hereunder.
	9. **APPLICABLE LAW:** The Contractor and all equipment, materials, and installation related to the work on the Project shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract (“Applicable Law”), including without limitation:
		1. The Americans with Disabilities Act, as this Project is a new construction Project for a unit of government;
		2. Any requirements of the VDH or CDC or other applicable law;
		3. OHSA requirements; and
		4. The Virginia Statewide Building Code.
11. **SUBMITTAL INSTRUCTIONS**
	1. **GENERAL INSTRUCTIONS**
		1. **IFB Response**: In order to be considered for selection, interested parties must submit a complete response to this IFB, including all requested documentation. Failure to comply with all criteria listed herein may be cause to reject a Bid.
		2. **IFB Questions**: Address questions concerning this IFB to:

Donna Allen, Purchasing Officer

P.O. Box 540

132 Main Street

Palmyra, VA 22963

Ph: (434) 591-1937

dallen@fluvannacounty.org

Bidders shall submit any questions in writing. Written responses, including the questions, will be posted with the IFB. Questions will not be accepted after September 22, 2022, at 10 a.m. eastern standard time.

* + 1. **Ownership of Proposals**: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret under Virginia law. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
		2. **Due Date:** Sealed Bids must be received by the Purchasing Officer no later than 2:00 p.m. EST on September 29, 2022. Proposals must be addressed to:
		3. **Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.**
	1. All Bids shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this IFB. Emphasis should be on completeness and clarity of content. The contents of the Bid submitted by the successful Bidder and this IFB, and any amendments thereto, will become part of any contract awarded as a result of this IFB.
	2. The format of each bid must contain the following elements organized into separate chapters and sections, as the Bidder may deem appropriate. The following paragraphs provide guidelines to each Bidder for information to include in the bid document:
	3. **Cover Letter** - Provide a cover letter that confirms the Bidder's understanding of this IFB and a general understanding of the Project.
	4. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Contractor’s firm and for the Contractor to demonstrate the specific qualifications of the staff the Contractor will assign to this Project if selected. At a minimum, the proposal should: (i) Designate a Project Manager and indicate office location; and (ii) Include the organization chart, functional discipline, and responsibilities of Project team members.
	5. **Resumes/Qualifications -** Provide a concise resume or description of each principal team member’s education, relevant professional experience, length of time employed by the Contractor and/or sub-consultant, and professional licenses. Each firm submitting a proposal shall provide an updated statement of qualifications highlighting the expertise and experience of the firm and its personnel related to the Project**.**
		1. Licenses to conduct services or work on the Project required by the Code of Virginia
		2. Certificate of Insurance
		3. Certification of Insurer regarding Performance and Payment Bonds
	6. **Demonstrated History of Successful Projects** - Discuss recent project information of similar type to the Project completed by the firm including the project name, location, brief description of the project, description of the scope of services provided, and principal contact person. List all work of a similar nature to the Project completed for any department or agency of the Commonwealth of Virginia and any Virginia public body or locality.
	7. **Proposed Sub-Consultants** - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. **The names of all proposed subcontractors MUST be provided**. By proposing such firm(s) or individuals, the Contractor assumes full liability for the subcontractor’s performance. The Contractor shall state the amount of previous work experience with the subcontractor(s).
	8. **References:** In addition to any specific references required under this IFB,Provide the current name, address, and telephone number of at least four (4) references the Contractor has served either currently or in the past three (3) years; preferably those where one or more of the Project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.
	9. **Pricing** – Please provide flat lump sum pricing for both the site work and the building construction. The lump sum prices shall include all labor, materials, services, equipment, tools, consumables, parts, supervision, permitting, administrative, overhead, delivery, shipping, handling, travel and other costs, fees or charges of any kind related to or required for the work on the Project.
		1. Bids will only be accepted where pricing is submitted on this Pricing Schedule, Attachment E. Vendor quotations and other supporting documentation can be included with the bid.
		2. The method of payment for this contract will be by lump sum fixed price or not to exceed payment including all reimbursable administrative or other expenses of any kind.
		3. The County reserves the right to award a separate contract for each pricing option.
		4. Contractor may bid on one or all pricing options.
		5. Bidders acknowledge and understand that per Section G(3) of the VDFP Policy, grants funds cannot be used for ancillary costs as more specifically described in the VDFP Policy.
		6. **Pursuant to § 2.2-4328, the County may, in the case of a tie bid, give preference to goods, services and construction produced in such locality or provided by persons, firms or corporations having principal places of business in the locality, if such a choice is available; otherwise the tie shall be decided by lot, unless §**[**2.2-4324**](http://law.lis.virginia.gov/vacode/2.2-4324/)**applies.**
		7. **County may negotiate with low bidder. See Section 9(D) of this IFB.**
	10. **Project Approach –** The purpose of this section is to provide the County with the Bidder’s understanding and proposed approach to the project. The Bidder should discuss in detail the proposed management and project approach. The staffing of the Bidder’s firm and firm’s approach to ensure quality control and completion of the Project in a timely manner.
	11. **Project Full Specifications** - Please provide full specifications and features of Building, landscaping, lighting, materials, concrete, roofing, and all of materials and a detailed listing of all Site Work. Please provide pictures, pamphlets and materials related to the materials (such as windows, locks, doors, skylights, fans, concrete, finishes, paints, etc.) that will be used.
	12. **Forms:** All forms required to be submitted under this IFB must be included in the Bid.
		1. Vendor Data Sheet (Attachment A)
		2. Proof of Authority to Transact Business in Virginia (Attachment B)
		3. Certificate of No Collusion (Attachment C)
		4. Bidder Statement (Attachment D)
		5. Pricing (Attachment E)
	13. Any information thought to be relevant, but not applicable to the enumerated scope of work, should be provided as an appendix to the bid. If publications are supplied by the Bidder to respond to a requirement, the response should include reference to the document number and page number. Bids not providing this reference may be considered to have no reference material included in the additional documents.
	14. Other Requirements:
		1. Expertise and experience of the firm related to the scope of services contained in this IFB. This section shall include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
		2. The IFB document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
		3. A detailed response to all requirements, general, specific, functional, and technical required under this IFB.
		4. A statement of how long the Bidder has provided services similar to the Services requested herein;
		5. Financial responsibility of the firm. Include most recent financial statement (audited is preferred).
		6. The firm should include a street address of the office proposed to handle the work.
		7. Identification and statement of qualifications of the construction project team who will be assigned to the Project for actual “hands on” work, as well as the principal assigned the Project for oversight responsibilities.
		8. Provide your proposed Project timeline/completion schedule.
		9. Disclose all past and pending litigation.
1. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
2. **Incurred Expenses**: The County will not be liable for any cost incurred by Bidders in preparing and submitting proposals. Bidders may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.
3. **SUBMITTAL INSTRUCTIONS**
4. **Each Bidder must submit one (1) original and one (1) electronic copy of its bid documents on CD ROM, DVD, or USB flash drive/memory stick. If electronic version is not available, please submit alternate paper copy of original**
5. An authorized representative of the Bidder shall sign bid documents. All information requested should be submitted. Failure to submit all information requested may result in the bid being rejected by the County.
6. All forms attached to this IFB must be fully completed, executed by the Bidder and returned as a part of Offer’s Bid.
7. **Each bid shall be in writing and received in hard copy by the deadline. Oral bids, and bids received by telephone, fax, telegraph, or email shall be rejected.**
8. **CONTRACT AWARD:** The contract/s will be awarded to the lowest responsible and responsive bidder whose bid, conforming to this IFB, is most advantageous to the County, considering price and any other evaluation criteria set forth in the bid documents and consistent with the Virginia Procurement Act, the County’s Code, the County’s Procurement Policies and Procedures and other applicable law. Nothing herein requires that the County complete this work and the County may determine not to award any Contract pursuant to this IFB in its sole discretion for any reason or no reason at all. **Notwithstanding the foregoing, see 9(D) below which applies to this IFB.**
9. **TERMS**
10. The County’s General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as **Appendix I.** These provisions bind all Bidders. Further, the conditions and requirements of this IFB, including, but not limited to, County’s General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Bidder(s).
11. Awards shall be made to as many Bidders as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Bidders and use their services for some, or all of the projects identified herein. The County may choose not to award a contract or Notice to Proceed for any or all projects described herein.
12. The Contract awarded hereunder shall be in a form substantially similar to that Contract Form being a part of the Manual and acceptable to the County in its sole discretion.
13. **THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE APPARENT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO §2.2-4318 OF THE CODE OF VIRGINIA, TO OBTAIN A CONTRACT PRICE WITHIN THE FUNDS AVAILABLE IF SUCH LOW BID EXCEEDS THE AVAILABLE FUNDS.** The conditions and procedures under which such negotiation may be undertaken are that the appropriate County officials shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder in writing of the County’s desire to negotiate with the apparent low bidder. Thereafter, negotiations may be held to obtain a contract within available funds involving discussions of reduction of quantity, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the County Board of Supervisors, in the sole discretion of the County Board of Supervisors. The County’s conditions and procedures for such negotiation are as more specifically stated in the County’s Procurement Policy and Procedures Manual, Chapter 8, Virginia Code § 2.2-4318 Negotiation with Lowest Responsible Bidder Conditions and Procedures, which is incorporated herein by reference as a material part hereof. **A COPY OF SUCH CHAPTER 8, VIRGINIA CODE § 2.2-4318 NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER CONDITIONS AND PROCEDURES, IS ATTACHED HERETO AS EXHIBIT D.**

**VENDOR DATA SHEET – Attachment A**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor’s Primary Contact:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: \_\_\_\_\_\_\_\_\_\_ Years \_\_\_\_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If Company, Corporation, or Partnership

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (If Vendor is a sole proprietor)

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

|  |  |
| --- | --- |
| Company: | Contact: |
| Phone: | Email: |
| Dates of Service: | $$ Value: |

|  |  |
| --- | --- |
| Company: | Contact: |
| Phone: | Email: |
| Dates of Service: | $$ Value: |

|  |  |
| --- | --- |
| Company: | Contact: |
| Phone: | Email: |
| Dates of Service: | $$ Value: |

|  |  |
| --- | --- |
| Company: | Contact: |
| Phone: | Email: |
| Dates of Service: | $$ Value: |

By my signature below, I, as a duly authorized representative of the entity named below, certify the accuracy of the foregoing information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                     Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Name of Entity if Applicable

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)    Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative

 Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor Certification (for a Sole Proprietor):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)      Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       Date: \_\_\_\_\_\_\_\_\_\_

Signature

**PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]**

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA – Attachment B**

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in

The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any

Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A.\_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

B.\_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

C.\_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

Legal Name of Company (as listed on W-9): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Name of Offeror/Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print or Type Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]**

**CERTIFICATE OF NO COLLUSION: – Attachment C**

The undersigned, acting on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Name of Entity

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Signature of Authorized Representative

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGEMENT**

**State of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In the County/City of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **to-wit:**

The foregoing Certification of No Collusion was subscriber and sworn to before me by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Title) on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name of Entity) on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_\_ (year).

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]**

BIDDER/OFFEROR STATEMENT **– Attachment D**

The undersigned Bidder/Offeror (hereinafter “Bidder”) hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

**Complete if Bidder is an Entity:** WITNESS the following duly authorized signature and seal:

Name of Entity:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 Signature

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_\_\_(year) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Title) on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Entity).

 [SEAL] Notary Public

My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:** Witness the following signature and seal:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 Signature

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_\_\_(year) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Name), a sole proprietor.

 [SEAL] Notary Public

My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - *[REQUIRED]***