



COUNTY OF PRINCE GEORGE

Finance Department

P.O. Box 68

Prince George, VA 23875

Phone (804) 722-8710 Fax (804) 732-1966

Betsy Drewry
Director of Finance

MEMORANDUM

To: Mr. Percy Ashcraft
County Administrator

From: Betsy Drewry, Director of Finance *B. Drewry*

Date: June 20, 2017

Re: County Garage – CIP Project for Replacement of Fuel Pumps, Software and Canopy –
Appropriation, Award of Contract, and Debt Reimbursement Resolution

As part of the fiscal year 2018 adopted budget and CIP Plan, a project was included to replace the fuel pumps, software system and fuel canopy at the County Garage. The original project estimate when submitted in 2014 was \$83,000 (see **Attachment A**).

The project scope was refined and IFB #17-0407-1 was issued on April 7, 2017 with a May 18, 2017 close date and one addendum (See **Attachment B**). A mandatory pre-bid meeting was held on April 26, 2017. See **Attachment C** for Pre-Bid Meeting Responses and Clarifications following the pre-bid meeting.

One response was received from Oil Equipment Sales and Service Company, Incorporated (OESSCO). The base bid received was \$136,364 with added pricing of \$26,777 for containment sump work (see **Attachment D** – bid tabulation and *original* OESSCO response). The grand total of the original bid was \$163,141.

A meeting was held with OESSCO on June 7, 2017 to discuss the necessity of completing sump work, pricing, and to consider reducing the size of the canopy. Following that meeting, revised pricing was received (see **Attachment E**). Revised pricing reducing the size of the canopy to 24' X 36' (from 36' X 42') is \$158,141 including all sump work pricing. It is the expert opinion of the OESSCO representative that the sump work is needed to meet DEQ requirements.

Staff recommends completion of all work (including sump work to meet DEQ requirements). Additionally, staff recommends that the project be awarded to OESSCO at a price of 158,141, reducing the canopy size to 24' X 36'.

Two resolutions are attached for board consideration and possible approval. One is an appropriation of funds and award of contract resolution. The other is a reimbursement resolution. The reimbursement resolution is needed in order for the County to issue the debt in the spring of 2018 and reimburse ourselves for the purchase being made. If you have questions/concerns, I am available at your convenience.

Expenditure:

0311-01-002-3166-48103	CIP – Garage Fuel Tank, Software And Fuel Canopy Replacement	\$158,141
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Revenue:

0311-40-900-8115-341401	Debt Proceeds	\$158,141
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Summary of Attachments:

Attachment A	Original CIP Quote Obtained October 2014
Attachment B	IFB 17-0407-1 with Addendum
Attachment C	Pre-Bid Meeting Responses & Clarifications
Attachment D	<i>Original</i> Bid Tabulation with OESSCO Response
Attachment E	Revised / Final OESSCO Pricing
Appropriation Resolution	
Reimbursement Resolution	

c.c. George Poulson, Director General Services
Ralph Summerson, Fleet Manager
Leigh Primmer, Purchasing Officer



OIL EQUIPMENT SALES AND SERVICE COMPANY, INCORPORATED

4331 Bainbridge Boulevard, P.O. Box 5096, Chesapeake, Virginia 23324-0096 • 757-543-3596 • FAX 757-543-6196

County of Prince George
P. O. Box 68
Prince George, VA 23875
Attn: Mr. Ralph Summerson

Oct. 9, 2014

Dear Ralph:

This letter is an update to the "budget and planning" estimate I gave you previously for an upgrade to your fuel system.

The scope of this estimate includes the following:

- Replace the two existing fuel dispensers with new units (including a two-hose dispenser for gasoline)
- Replace the existing fuel control system with a OPW/FMS K800 Hybrid system, which utilizes keys, fobs, cards, or keyless media.
- Provide and install software on your computer to enable you to configure the K800 Hybrid system, update its user records, and poll the transaction data.
- Training in new equipment by our personnel on site and factory telephone training on the software
- Replace the existing canopy at City Garage (\$38,000 for canopy is included in total budget estimate)

A budget estimate for the above is \$83,000. A similar system for the school bus garage is estimated at \$50,000 (no canopy).

If you want to upgrade the tank monitor system at your office with a new current technology system, adding line leak detection (which eliminates the need for someone to come to the site annually to test the lines), add \$15,000. The bus garage would not need this option since it is served by aboveground tanks.

Thank you for your interest and this opportunity,

Jay P. Rogers
Sales Agent

PETROLEUM AND INDUSTRIAL FLOW MEASUREMENT AND CONTROL SYSTEMS

Liquid Loaders - Meters - Control Valves - Bulk Plant Pumps - Mechanical & Electrical Retail Pumps - Control Consoles
Truck Tanks - Automated Fueling Systems - Steel & Fiberglass Tanks - Canopy - Pneumatic Pumps - Compressors - Lifts - Grease Equipment



ATTACHMENT A



County of Prince George
COUNTY
P.O. BOX 68
6602 Courts Drive
PRINCE GEORGE, Virginia 23875
(804) 722-8710 Fax (804) 732-1966

Invitation For Bid

IFB # 17-0407-1

Fuel Canopy

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning sealed bids should be in writing addressed to:

Leigh Primmer
Prince George County
Procurement Officer

6602 Courts Drive
P.O. Box 68
Prince George, VA 23875

(804) 722-8710

E-Mail: lprimmer@princegeorgecountyva.gov

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1.0 PURPOSE

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the County, Prince George County Administration Building, Third Floor, until, but no later than **10:00a.m.** local time prevailing April 28, 2017 and then publicly opened and read aloud for:

PURPOSE

The purpose of this Invitation to Bid (IFB) is to solicit bids to establish a contract for a vendor to provide and install fuel tanks and software at County Garage.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidder shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Prince George County, Administration Building - Third Floor, 6602 Courts Drive, P.O. Box 68, Prince George, VA 23875 in a sealed envelope. **Mark outside of your envelope with Invitation for Bid No. IFB # 17-0407-1**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the Prince George County Purchasing Office.

Nothing herein is intended to exclude any responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

Quoted prices shall be F.O.B. to Prince George, Virginia, unless otherwise noted.

Unless otherwise agreed to at the time of award, payment terms are Net 30.

2.0 SCOPE OF WORK

The County is seeking a vendor to provide and install the following at the County Garage location:

1. Replace existing fuel dispensers with two (2) new units – one diesel, one gasoline (to include a two hose dispenser for gasoline)
2. Replace existing fuel control system with a OPW/FMS K800 hybrid system, which utilizes keys, fobs, cards or keyless media
3. Provide and install software on County computer to enable County to configure the K800 hybrid system, update its user records, and poll transaction data
4. Provide training on new equipment to County personnel (on-site) and factory telephone training on software
5. Replace existing canopy

3.0 PREBID CONFERENCE

A mandatory pre-bid meeting will be held on Friday, **April 21, 2017 at 10:00am** at the following location.

County Garage
6509 Laurel Spring Road
Prince George, VA 23875

This is a mandatory meeting so only those companies in attendance will be able to submit a bid.

4.0 STANDARD TERMS AND CONDITIONS

4.1 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.2 ANTI-DISCRIMINATION:

By submitting their bid, bidder certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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.

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- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their bid, bidders certify that their bid is 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 bid, 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.

4.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bid, bidders 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.

4.5 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

4.6 CLARIFICATION OF TERMS:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

4.7 PAYMENT:

4.7.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

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- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

4.7.2 To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

4.8 QUALIFICATIONS OF BIDDER:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bids if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

4.9 TESTING AND INSPECTION:

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

4.10 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.
2. The County 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 include, but are not limited to, things such as services to be performed, the method of packing or shipment, and 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 County 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; or
 - b. By agreeing upon 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 County's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and 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 County with all vouchers and records of expenses incurred and savings realized. The County 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 County within thirty (30) days from the date of receipt of the written order from the County.

4.11 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the 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 any other remedies which the County may have.

4.12 TAXES:

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The County's excise tax exemption registration number is 54-6001528.

4.13 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

4.14 ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract, the County will inform the contractor(s) who submitted proposals of the County's decision in writing.

4.15 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4.16 NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

5.0 ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION)

5.1 DEFINITIONS:

Whenever used in this solicitation or in the contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

- (a) **Agency:** The term, agency, unless otherwise indicated, shall mean the owner.
- (b) **County:** The term "County" shall mean the owner which is the County of Prince George through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the institution or agency involved. The County's agent is the official with the authority to sign the contract on behalf of the County.
- (c) **Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the County and any draining, dredging, excavation, grading, or similar work upon real property.
- (d) **Contractor:** The person, firm or corporation with whom the owner has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.
- (e) **Defective:** An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the contract documents, or has been damaged prior to final payment.
- (f) **Emergency:** Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.
- (g) **Final Acceptance:** The agency's acceptance of the project from the contractor upon confirmation from the project inspector and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.

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- (h) **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
 - (i) **Notice to Proceed:** A written notice given by the owner to the contractor fixing the date on which the contract time will commence for the contractor to begin the prosecution of the work in accordance with the requirements of the contract documents.
 - (j) **Owner:** The County of Prince George, i.e., an agency, institution, or department, with whom the contractor has entered into a contract and for whom the work or services is to be provided.
 - (k) **Project Inspector:** One or more individuals employed by the owner to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner shall notify the contractor in writing of the appointment of such project inspector(s).
 - (l) **Provide:** Shall mean furnish and install ready for its intended use.
 - (m) **Submittal:** All drawings, diagrams, illustrations, schedules, and other data required by the contract documents which are specifically prepared by or for the contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the contractor to illustrate material or equipment for some portion of the work.
 - (n) **Subcontractor:** An individual, partnership or corporation having a direct contract with contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
 - (o) **Substantial Completion:** The work which is sufficiently complete, in accordance with the contract documents, so that the project can be utilized by the owner for the purposes for which it is intended.
 - (p) **Supplier:** A manufacturer, fabricator, distributor, materialman, or vendor who provides material for the project but does not provide on-site labor.
 - (q) **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.
 - (r) **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

5.2 CONTRACT DOCUMENTS:

- (a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

5.3 LAWS AND REGULATIONS:

- (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- (d) All bids submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Prince George or the Commonwealth of Virginia.

5.4 SUBCONTRACTS:

- (a) The contractor shall as soon as practicable after the signing of the contract, notify the owner in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the owner may, within a reasonable time, object to as unsuitable. The owner will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.
- (b) The owner shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.
- (c) The contractor agrees that he is as fully responsible to the owner for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project and of persons either directly or

indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

5.5 TAXES:

The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.

5.6 INSPECTION:

- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
- b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.
- c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.

-
- d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.
 - e. The project inspector has no authority to and shall not:
 - (1) Authorize deviations from the contract documents;
 - (2) Enter into the area of responsibility of the contractor's superintendent;
 - (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
 - (4) Authorize or suggest that the owner occupy the project, in whole or in part;
 - (5) Issue a certificate for payment.

5.7 SUPERINTENDENCE BY CONTRACTOR:

- a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

5.8 ACCESS TO WORK:

The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.

5.9 AVAILABILITY OF MATERIALS:

If material specified in the contract documents is not available on the present market, alternate materials may be proposed by the contractor for approval of the owner.

5.10 CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

5.11 WARRANTY OF MATERIALS AND WORKMANSHIP:

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

5.12 USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried

on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

5.13 PROTECTION OF PERSONS AND PROPERTY:

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any

emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

5.14 TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

5.15 GUARANTEE OF WORK:

- a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
- b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;

-
- (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
- (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Warranty of Materials and Workmanship section of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.
- g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

6.0 SPECIAL TERMS AND CONDITIONS

6.1 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

6.2 AWARD OF CONTRACT:

An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

6.3 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

6.4 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

6.5 CONTRACTOR REGISTRATION:

If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is five hundred thousand dollars (\$500,000) or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in

the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____
Specialty _____
Licensed Class B Virginia Contractor No. _____
Specialty _____
Licensed Class C Virginia Contractor No. _____
Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

6.6 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

6.7 DELIVERY:

State your earliest firm delivery or performance date: _____ 2017. This date may be a factor in making the award.

6.8 DELIVERY AND STORAGE:

It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

6.9 EXTRA CHARGES NOT ALLOWED:

The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

6.10 FINAL INSPECTION:

At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and

codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

6.11 INSPECTION OF JOB SITE:

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

6.12 INSTALLATION:

All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

6.13 PREBID CONFERENCE - MANDATORY:

A mandatory pre-bid conference will be on April 21, 2017 at 10:00am at the Prince George County Garage located at 6509 Laurel Spring Road Prince George, VA 23875. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

6.14 WARRANTY (COMMERCIAL):

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

6.15 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

7.0 TERMS AND SIGNATURE SHEET

Terms and Signature Sheet:

IFB # 17-0407-1

Fuel Canopy

Our total lump sum price shall be: \$ _____

Please indicate length of time required, in calendar days, for completion after notification of award:

In compliance with this invitation and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or service upon which prices are quoted, at the price quoted, as specified.

My signature on the bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

The County's preferred payment method for this service is by purchasing card (with no additional fees included). If you can accept payment by credit card, please initial here _____.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Date: _____

Telephone Number: _____



COUNTY OF PRINCE GEORGE

Finance Department

P.O. Box 68

Prince George, VA 23875

Phone (804) 722-8710 Fax (804) 732-1966

*Betsy Drewry
Director of Finance*

April 17, 2017

Addendum #1

IFB # 17-0407-1

Fuel Canopy

The date and time of the mandatory pre-bid meeting and bid closing have been extended.
The following are the new dates/times:

Mandatory Pre-Bid Meeting: April 26, 2017 at 10:00am

Bid Date/Time Closing: May 5, 2017 at 10:00am*

***new closing date/time established after pre-bid meeting:
May 18, 2017 at 10:00am**

Leigh Primmer, VCO

Prince George County Procurement
(804) 722-8715



COUNTY OF PRINCE GEORGE

Finance Department

P.O. Box 68

Prince George, VA 23875

Phone (804) 722-8710 Fax (804) 732-1966

*Betsy Drewry
Director of Finance*

April 27, 2017

**Fuel Canopy
IFB # 17-0407-1**

Responses to Pre-Bid Questions

1. Measurement for canopy – 36' x 41' x 14' – this size can be adjusted slightly in/out to accomplish necessary coverage and placement.
2. We would like to stay with a card system – the County currently averages a fleet of about 230 vehicles.
3. This bid should include the replacement of the submerged pumps.
4. The contractor will be responsible for locating and evaluating all existing electrical circuits and providing any additional circuits necessary for the new equipment and lighting.
5. The emergency disconnect switch will be required to be relocated from the current island to an approved location (minimum 20 feet and maximum 100 feet from dispensers) away from the island.
6. The contractor will be responsible for obtaining all required permits and engineered drawings.
7. The drawings for the canopy and canopy footings will be required to be prepared and stamped by a Virginia licensed structural engineer.
8. Bids will be due to the Prince George Procurement office by **May 18, 2017 at 10:00am**. Any additional questions regarding this bid should be directed to Leigh Primmer at lprimmer@princegeorgecountyva.gov or (804) 722-8715.

Leigh Primmer, VCO
Prince George County Procurement
(804) 722-8715

ATTACHMENT C

Frank Sharrett

From: Leigh Primmer <LPrimmer@princegeorgecountyva.gov>
Sent: Monday, May 01, 2017 3:27 PM
To: serstation@aol.com; frank@oessco.com; Bobby Watkins (bwatkins@advancedfuelingsystems.com); tspangler@petrosupply.com
Subject: RE: Pre-Bid Responses
Importance: High

Required to include in bid pricing (in addition to items in response already emailed out):

- Replace the existing fuel island - size adequate for need
- Install new bumper poles at the ends of the new island
- Include standard fascia for canopy, white in color
- Provide adequate lighting for canopy

Price out individually and separate (as items may or may not be necessary):

- Install new dispenser containment sumps
- Install new tank containment sumps around the new submersible pumps
- Install sump sensors in the new containment sumps (tie into existing Veeder-Root Tank Monitor System)

Leigh R. Primmer, VCO

Procurement Officer
Prince George County

From: Leigh Primmer
Sent: Monday, May 01, 2017 11:02 AM
To: 'serstation@aol.com'; 'frank@oessco.com'; Bobby Watkins (bwatkins@advancedfuelingsystems.com); 'tspangler@petrosupply.com'
Subject: Pre-Bid Responses
Importance: High

NOTE: closing date/time, May 18th at 10:00am

Leigh R. Primmer, VCO

Procurement Officer
Prince George County

This email and any attachments with it are privileged and confidential and are intended solely for those individuals(s) to whom they are addressed. If you have received this email in error or are not the addressee, please immediately delete it and notify the sender.

County of Prince George Bid Tabulation Sheet

IFB #: 17-0407-1

Bid Description: Fuel Canopy

Vendor Name	Contact/ Rep Name	Price	Options
OESSCO	Frank Sharrett	\$ 136,364.00	\$ 26,777.00
			\$
			\$

Notes:

Procurement Officer

7.0 TERMS AND SIGNATURE SHEET

Terms and Signature Sheet:

IFB # 17-0407-1

Fuel Canopy

* 163,141
261,777

See Next page

Our total lump sum price shall be: \$ 136,364 ~~176,120~~ ITEMIZED LIST REQUESTED SEE ATTACHED FOR

Please indicate length of time required, in calendar days, for completion after notification of award:
60 DAYS ARO

In compliance with this invitation and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or service upon which prices are quoted, at the price quoted, as specified.

My signature on the bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

The County's preferred payment method for this service is by purchasing card (with no additional fees included). If you can accept payment by credit card, please initial here FW

Company Name: BIL EQUIPMENT SALES & SERVICE CO. INC.

Address: 4331 BAINBRIDGE BLVD
CHESAPEAKE, VA 23324

Signature: Frank W. Sharrett

Name (type or print) FRANK W. SHARRETT

Official Title: SALES REP.

Date: 5-12-2007

Telephone Number: 752-543-3596



OIL EQUIPMENT SALES AND SERVICE
 COMPANY, INCORPORATED
 OESSCO ELECTRICAL DIVISION
 4331 BAINBRIDGE BOULEVARD
 P.O. BOX 5096
 CHESAPEAKE, VIRGINIA
 23324-0096
 757-543-3596



QUOTATION & CONTRACT FORM

To: County of Prince George
 Finance Department
 P.O. Box 68
 Prince George, Va. 23875

No. IFB# 17-0407-1
 In reply, refer to this number

Attention Of: Leigh Primmer, VCO

Date: 17-May-17

Your Inquiry: IFB# 17-0407-1
 Fuel Canopy (Extras)

Gentlemen:

We are pleased to submit quotation on our interpretation of your requirements, subject to Terms and Conditions printed on reverse side (or as an attachment) of this proposal.

PROPOSED PROJECT EQUIPMENT:

1. Install new dispenser containment sumps. \$ 7789.00
2. Install new tank containment sumps around new submersible pumps. \$ 12,040.00
3. Install sump sensors in the new containment sumps (tie into existing Veeder-Root Tank Monitoring System). \$ 6948.00

Handwritten note: } 26,777

If further information is needed, please advise.

Thanks

Handwritten signature of Frank W. Sharrett
 Frank W. Sharrett
 Sales Representative

- Oil Equipment Sales and Service Co., Inc.
- OESSCO Electrical Division

 PURCHASER / BUYER

By: _____
 DULY AUTHORIZED AGENT

Date: _____

By: *Handwritten signature of Frank W. Sharrett*
 Name

Title: Sales Rep

Terms and Conditions printed on reverse side of this sheet, and any attachment hereto, constitute a part of this quotation and contract.



OESSCO

OIL EQUIPMENT SALES AND SERVICE COMPANY, INCORPORATED

4331 Bainbridge Boulevard, P.O. Box 5096, Chesapeake, Virginia 23324-0096

PHONE: 757-543-3598 / FAX: 757-543-6196

Name Leigh Primmer
Company County of Prince George
Address P. O. Box 69
City/State/Zip Prince George, Va. 23875

June 16, 2017

RE: IFB# 17-0407-1 Fuel Canopy Breakdown

Ms: Primmer: Listed below are the items discussed during our meeting on June 7th.

1. Equipment: Fuel Dispensers, sub pumps, Petro-Vend system, canopy, lights, island form, emergency shut off switch, and manholes (price includes reduction for 24 ft x 36 ft canopy in lieu of the 36 ft x 42 ft canopy we quoted) \$ 59364.00
 2. Labor permits, demolition, piping installation, canopy installation, footings, concrete installation and electrical installation \$ 72,000.00
 3. Two (2) OPW dispenser sumps, two (2) OPW Submerged pump sumps, Four (4) Veeder-Root Sensors. \$ 8677.00
 4. Labor and electrical to install sumps and sensors. \$ 18,100.00
- Total above equipment, labor and electrical: \$ 158,141.00

If further information is needed, please advise.

Thanks,

Frank W. Sharrett

Sales Representative.

PETROLEUM AND INDUSTRIAL FLOW MEASUREMENT AND CONTROL SYSTEMS

Liquid Loaders - Meters - Control Valves - Bulk Plant Pumps - Mechanical & Electronic Retail Pumps - Control Consoles
Truck Tanks - Automated Fueling Systems - Steel & Fiberglass Tanks - Canopy - Pneumatic Pumps - Compressors - Lifts - Grease Equipment



Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 11th day of July, 2017:

Present:

William A. Robertson, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Alan R. Carmichael
Hugh G. Mumford
T. J. Webb

Vote:

A-3

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AWARD OF CONTRACT AND BUDGET AMENDMENT AND APPROPRIATION (\$158,141 GARAGE FUEL TANKS, SOFTWARE AND FUEL CANOPY REPLACEMENT PROJECT)

WHEREAS, On April 7, 2017 a Request for Proposals was advertised by the Finance Department to obtain pricing for the replacement of Fuel Tanks, Software and the Fuel Canopy at the County Garage. The bid closed on May 18, 2017 with one response from OESSCO (Oil Equipment Sales and Service Company, Incorporated) in the amount of \$163,141 (base pricing of \$136,364 plus \$26,777 in add-ons the vendor considered necessary to meet DEQ requirements). Following the bid closing, an alternate price was requested from OESSCO which reduced size of the canopy to 24' X 36' (from 36' X 42'). That reduced alternate pricing is **\$158,141**; and

WHEREAS, \$158,141 will be available with the spring 2018 bond issuance for the Garage Fuel Tank, Software and Fuel Canopy Replacement Project; and

WHEREAS, Staff is requesting authorization for the County Administrator to enter into a contract with OESSCO in the amount of \$158,141 to move forward with the Garage Fuel Tank, Software and Fuel Canopy Replacement Project.

NOW, THEREFORE, BE IT RESOLVED That the Board of the Supervisors of the County of Prince George this 11th day of July, 2017, hereby awards the bid for the Garage Fuel Tank, Software and Fuel Canopy Replacement Project to OESSCO in the amount of \$158,141; AND BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 11th day of July, 2017, does hereby authorize and appropriate the following increase of funds within

the 2017-2018 Budget, such line items increased as follows, which monies shall be expended for purposes authorized and approved by the Board of Supervisors of the County of Prince George:

<u>FUND/ORGANIZATION</u>		<u>AMOUNT</u>
<u>Capital Improvement Fund (0311)</u>		
Revenues:		
0311-40-900-8115-341401	Debt Proceeds	\$158,141
Expenditures:		
0311-01-002-3166-48130	CIP – Garage Fuel Tank, Software and Fuel Canopy Replacement Project	\$158,141

A Copy Teste:

Percy C. Ashcraft
County Administrator

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 11th day of July, 2017:

Present:

Vote:

William A. Robertson, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Alan R. Carmichael
Hugh G. Mumford
T. J. Webb

A-3

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF BONDS
OR OTHER INDEBTEDNESS**

WHEREAS, the Board of Supervisors (the "Board") of the County of Prince George, Virginia (the "County") has determined to undertake a capital improvement project to provide and install fuel tanks and software at the County Garage and to replace the fuel canopy (the "Purchase");

WHEREAS, the Board currently expects that the cost of the Purchase, excluding the costs of the financing thereof, will be approximately \$158,141;

WHEREAS, the Board currently expects to incur long-term indebtedness in an amount now estimated at \$158,141 to pay a portion of the costs of the Purchase, which indebtedness may take the form of tax-exempt bonds or other types of debt; the proceeds of such indebtedness may be used either for paying costs of the Purchase directly or for repaying other indebtedness previously incurred for the Purchase or for a combination of such purposes; and

WHEREAS, the County may also advance its own funds to pay expenditures relating to the Purchase (collectively, the "Expenditures") prior to receiving reimbursement for such Expenditures from the proceeds of tax-exempt bonds or taxable debt, or both;

THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County as follows:

1. The County intends to utilize the proceeds of tax-exempt bonds or notes (the "Bonds") or to incur other debt to pay Purchase costs in an amount not currently expected to exceed \$158,141.
2. The County intends that the proceeds of the Bonds be used to pay or reimburse the County for the payment of Expenditures made after the date of this Resolution or made within 60 days prior to the date of this Resolution or Expenditures which are incurred for certain preliminary costs such as architectural, engineering, surveying, soil testing, bond issuance expenses and the like. The County reasonably expects on the date hereof that it will pay or reimburse the Expenditures with the proceeds of the Bonds or other debt.
3. Each Expenditure will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, or (c) a nonrecurring item that is not customarily payable from current revenues.
4. The County intends to make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Purchase is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, and certain de minimis amounts.
5. The Board intends that the adoption of this Resolution confirms the "official intent" of the County within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.
6. The County Administrator and other officers of the County are hereby authorized and directed to take such actions, in consultation with the County's counsel, as may be necessary or desirable to implement the planning and structuring of the Bonds, including but not limited to negotiations with lenders or investment bankers for the Bonds, the selection of bond counsel to supervise the issuance of such Bonds and the engagement of such other professionals as may be necessary or desirable to assist the County in this process, but such officers shall not obligate the County on such Bonds without further approval by the Board.
7. This Resolution shall take effect immediately upon its passage.

A Copy Teste:

Percy C. Ashcraft
County Administrator