

COUNTY OF GILES
REQUEST FOR PROPOSALS/BIDS FOR CONTRACT SERVICES

The Giles County Board of Supervisors will accept sealed proposals/bids for asphalt paving services as described herein for the fiscal years 2019-20 and 2020-21. Bid packets including a copy of each RFP may be picked up at the Giles County Administrative Offices located at 315 North Main Street, Pearisburg, VA 24134. **The deadline for all proposals will be 2:00 pm on Friday August 16, 2019 and bids must be submitted to the County at 315 N. Main St., Pearisburg, VA 24134 in writing prior to the deadline.**

All proposals/bids should be delivered in a sealed envelope and marked with "ASPHALT PAVING SERVICES BID NO. 19-21-09 and sent to the attention of Missy Bray. The bidders name, address, and phone number should also be included. The selection process shall be in accordance with the Virginia Procurement Act and the Giles County Purchasing Policy.

REQUEST FOR PROPOSAL NO. 19-21-09 ASPHALT PAVING SERVICES

The bidder is required to submit a copy of their Virginia Contractor's License, (minimum requirement of Class B license) with the proposal/bid. The County of Giles reserves the right to reject any or all proposals/bids in whole or in part, to waive any informality, and to base all conclusions, decisions, and actions in accordance with the best interests of Giles County. ***The successful bidder will be awarded a contract period beginning July 1, 2019 and ending June 30, 2021. For more information, please contact Jessie Williams at 540-921-2525.***

INSTRUCTIONS TO BIDDERS

The following items should be returned with each bid packet:

1. Attached bid sheet which will concur with all specifications listed in the attached contract.
2. Description, not to exceed one page, of previous similar work or contracts.
3. List of references, not less than three, to attest to performance.
4. It shall be understood that any company submitting a bid, has read, understands, and accepts the terms included in the attached contract.

ALL BID PRICES WILL BE VALID CONTRACT TERM WITH NO ALLOWABLE INCREASES.

**COUNTY OF GILES, VIRGINIA
RFP 19-21-09
ASPHALT PAVING SERVICES**

BID SHEET

Bidder name: _____

Bidder address: _____

Bidder phone number(s): _____

Bidder email address: _____

Bidder Virginia Contractor License Number: _____ (attach copy)

Bid for SM2AL pavement mix compacted to 2 ½ inches \$_____ per square foot

Bid for saw cut per linear foot: \$_____

Bid for milling per square foot: \$_____

Bid for crack fill per linear foot: \$_____

This bid is valid for a period of sixty (60) days from the date bids are due. I represent and warrant that I have the authority to execute this bid on behalf of the bidder and that this bid is submitted in conformance with the requirements of the request for proposals.

Dated: _____

Signature

Name of person signing: _____

Title of person signing: _____

This CONTRACT is made and entered into this day ____ of _____, 2019, by and between the COUNTY OF GILES, a body politic, (hereinafter "Owner") and _____ (hereinafter "Contractor") and provides as follows:

Contractor has responded to a bid request of Owner to provide ongoing paving services for Owner at various buildings and properties owned by Owner and as otherwise directed by Owner. Contractor was the lowest responsive and responsible bidder and agrees to do the work described herein upon the following terms:

Contractor must hold and maintain through out the contract term at minimum a valid Class B Virginia Contractor's License.

Work shall commence on _____, 2019 and run consecutively thru June 30, 2021.

Contractor will be available to perform paving work upon reasonable notice and order. Giles County reserves the right to solicit outside bids, in accordance with the Virginia Procurement Act and Giles County Board of Supervisors Purchasing Policy, when estimated work exceeds \$10,000.00 for each event.

Charges for work shall be based upon the prices set forth in the accepted bid and the Contractor will provide owner prior to the commencement of work with the cost of each job based on the bid prices and calculated area of work. Unless otherwise agreed, paving material shall be SM2AL pavement mix compacted to two and one half (2 1/2) inches.

TIME OF PAYMENT: Unless otherwise specified in a memorandum of agreement, Contractor shall bill Owner for all work done on a monthly basis. Bills submitted by the 5th day of each month will be processed for payment by the County within the same month.

INSURANCE AND INDEMNIFICATION REQUIREMENTS: The Contractor shall indemnify and hold harmless the County of Giles, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to legal fees and other reasonable costs of defending any claim arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (i) is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall purchase and maintain such insurance as will protect the Contractor and the County from claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone whose acts any of them may be liable, including but not necessarily limited to, the following:

1. Claims under worker's compensation, disability benefit, and other similar benefit acts;
2. Claims for damages because of bodily injury, occupational sickness, or death of Contractor's or subcontractor's employee;
3. Claims or damages because of bodily injury, occupational sickness or death of any person other than Contractor or Subcontractor's employees.

4. Claims for damages insured by customary personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor or (ii) by any other person for any other reason.
5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Such insurance required shall be written for not less than One Million Dollars per occurrence and shall include contractual liability insurance applicable to the Contractor's indemnity obligations set forth herein. Certificates of insurance acceptable to the County of Giles shall be filed with the County Engineer prior to the commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled except with thirty days prior written notice to the County.

OTHER TERMS AND CONDITIONS: Owner does not guarantee that Contractor will receive any specified amount of work under this contract and may elect to request bids for specific projects as Owner may see fit. The County may terminate this contract for cause at any time and without cause upon thirty (30) days written notice to Contractor. In the event of termination, County's sole liability to Contractor will be payment for services rendered prior to the date of termination; however, the contract will not be cancelled for a specific project which is underway unless Contractor has breached the contract as to that specific project. This agreement constitutes the entire agreement among the parties and shall be construed under the laws of the Commonwealth of Virginia. This contract may not be changed except by subsequent writing executed by each party hereto.

COMPANY _____

BY _____

COUNTY OF GILES

BY _____

County Administrator